

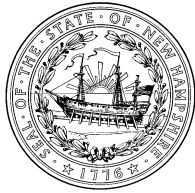
**State of New Hampshire
Department of Health and Human Services**

REQUEST FOR PROPOSALS RFP-2021-DCYF-04-MULTI

FOR

Multisystemic Therapy (MST) for NH DCYF

January 14, 2021



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
DIVISION FOR CHILDREN, YOUTH & FAMILIES

Lori A. Shibinette
Commissioner

Joseph E. Ribsam, Jr.
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4451 1-800-852-3345 Ext. 4451
Fax: 603-271-4729 TDD Access: 1-800-735-2964
www.dhhs.nh.gov/dcyf

Dear Colleagues,

I hope both you and your loved ones remain healthy and safe. **I'm excited to be sharing this solicitation for a new evidence-based practice designed to prevent youth from entering long-term, out-of-home care called Multisystemic Therapy (MST).**

Multisystemic Therapy is an important part of New Hampshire's efforts to transform our child and family serving system's ability to strengthen and preserve families, keep children safe at home, and help them thrive. As part of that larger transformation, DCYF is working to elevate and expand the services we provide by bolstering our service array with a set of new evidence-based practices. This effort began in September 2019, when we issued a Request for Information (RFI). I remain extremely grateful to the 50 organizations and individuals who provided input. Your tireless dedication and willingness to collaborate with DCYF is essential to ensuring we effectively serve our state's children and families.

Your feedback has significantly shaped our vision for the future of DCYF's service array. As we shared in our RFP forecast published in December 2020, DCYF plans to release or support procurements in the coming months, including for: Multisystemic Therapy®, Homebuilders®, Intercept®, Healthy Families America® – using Child Welfare Protocols, and Child-Parent Psychotherapy®

This solicitation is for one of those EBPs, Multisystemic Therapy, which aims to better support youth with behavioral health needs that put them at risk of entering out-of-home care. The consensus within the child welfare system is that out-of-home care should be reserved for those situations where it is absolutely necessary to treat a child's clinical needs. Being one of the premier evidence-based programs used in child welfare systems as an alternative to out-of-home care, we are excited to make MST available as an additional service for NH youth.

We also recognize that to reduce our use of out-of-home placements further, we need to build our community-based system's capacity to serve youth at the highest risk of entry into care. In the context of JJ-involved youth, these behaviors frequently manifest externally through drug/alcohol use, excessive school truancy, and criminal activity, but are often rooted in that youth's environment – their interactions with family, peers, school and their neighborhood – requiring a dedicated treatment options that allows them to remain within their family, schools, and communities. In strengthening our State's community-based alternatives, we hope to significantly build our capacity to prevent at-risk youth of entering residential programs, including our own Sununu Youth Service Center.

This RFP and the resulting contract for MST also include several features inspired by your RFI responses and our organization's priorities for the enhanced service array. These include:

- *Family voice:* Authentic engagement of caregivers, youth, and children throughout service provision is critical to shaping and delivering an effective service. In selecting the evidence-based models for these upcoming procurements, we chose models that prioritized parental empowerment and family voice/choice.
- *Building in flexibility:* RFI responses stressed the importance of ensuring programs remain flexible (not "one-size-fits-all") to support the unique needs of each New Hampshire family. While every model we



**New Hampshire Department of Health and Human Services
Multi-Systemic Therapy (MST) for NH DCYF**

selected has unique strengths and will focus on populations within the DCYF system, each also places a heavy emphasis on tailoring service delivery to the needs of families.

- *Performance improvement:* DCYF is looking for partners who are interested in collaborating closely to launch this new program and improve service delivery over time. For those responding to this RFP for MST, providers can expect to regularly meet with DCYF to review program data, identify areas for improvement, troubleshoot challenges, and develop strategies to enhance program quality and effectiveness. Providers should also expect a heavy emphasis on delivering MST with fidelity, working with an organization called MST Services, LLC as key partner in that work.
- *Ensuring adequate funding for service delivery:* DCYF and RFI respondents both recognize the importance of paying what it takes to deliver results for new programs like MST. In this spirit, we encourage applicants to thoughtfully articulate the variety of costs they will incur to provide MST in their applications. We also plan to provide some initial funding to cover “start-up” costs until service provision can begin.

Finally, I want to acknowledge that the COVID-19 pandemic may make it more difficult for your organization to respond to funding opportunities like this RFP. As a result, the DHHS Contracts Unit has made several changes to make the procurement process as safe and manageable as possible:

- Typical response time has been extended to give you six weeks to prepare your proposal.
- We will host a vendor conference on January 20, 2021, to answer your questions and provide greater clarity on key aspects of this RFP, so you have the information you need to assemble strong proposals.
 - The conference will be hosted via Zoom, a remote communications platform, so that participants can join with video or through a dial-in.
 - Please use the following link, to view a registration page: <https://nh-dhhs.zoom.us/meeting/register/tJIsf-qtqzIqEtK8z142HgwC08iQ35Ey08KK>. *Step-by-step instructions for how to register are included in Appendix H, Proposal Checklist.*
- MST Services, LLC will host a virtual information session for interested vendors on January 21, 2021 from 11:00 a.m. to 12:30 p.m. (EST) This session will be recorded and made available on the RFP website if you are not able to attend. Please use the following link to view a registration page: https://nh-dhhs.zoom.us/meeting/register/tJApfu6sqD4jGd3t5aYe_4-3I8uLBcxNCmDI
- To make proposal development easier, the technical proposal, budget narrative, and budget must be submitted using templates that are available as appendices to this RFP. All materials must be submitted by email to DHHS-contracts@dhhs.nh.gov with Jennifer.Hackett@dhhs.nh.gov copied.

You can find more valuable information about the solicitation process and the proposal requirements in Appendix H, Proposal Checklist, and in Sections 3, 6, and 7 of the RFP itself. If you have any questions, I encourage you to reach out to Jennifer Hackett (Jennifer.Hackett@dhhs.nh.gov), a member of the DHHS Contracts Unit staff.

On behalf of the entire DCYF team, I thank you for your continued dedication to the children and families we serve. We look forward to collaborating with you to improve the child and family serving system in the months and years to come. Thank you in advance for your organization’s time, attention, and energy to help us develop this important new program in an otherwise difficult time.

Be well,

Joseph E. Ribsam Jr., Director
Division for Children, Youth, and Families
NH Department of Health and Human Services



Table of Contents

1. INTRODUCTION:	6
1.1. Purpose:	6
1.2. Background on DHHS:	6
1.3. Background on DCYF:	6
1.4. Background on DCYF Juvenile Justice Services:	7
1.5. Background on MST Services®:	7
1.6. Program goals and strategic priorities:	7
1.7. Contract Period:	11
2. STATEMENT OF WORK:	11
2.1. Covered populations and additional information on the population:	11
2.2. Scope of Services:	13
2.3. Reporting and Deliverable Requirements:	19
2.4. Performance improvement, performance metrics and model fidelity:	19
3. PROPOSAL EVALUATION:	22
3.1. Overview of the proposal evaluation process:	22
3.2. Details of technical question application, including questions:	24
3.3. Details on cost application, including budget guidance:	28
4. FINANCE:	32
4.1. Financial Standards:	32
4.2. Description of payment system	32
5. COMPLIANCE:	33
5.1. General Compliance	33
5.2. Credits and Copyright Ownership	34
6. PROPOSAL PROCESS:	37
6.1 Contact Information – Sole Point of Contact	37
6.2 Procurement Timetable	37
6.3 Questions and Answers	37
6.4 Exceptions	38
6.5 RFP Amendment	39
6.6 Proposal Submission	39
6.7 Non-Collusion	39
6.8 Collaborative Proposals	39
6.9 Validity of Proposals	40
6.10 Property of Department	40



**New Hampshire Department of Health and Human Services
Multi-Systemic Therapy (MST) for NH DCYF**

6.11	Proposal Withdrawal	40
6.12	Public Disclosure	40
6.13	Non-Commitment	41
6.14	Liability	41
6.15	Request for Additional Information or Materials	41
6.16	Oral Presentations and Discussions	41
6.17	Successful Proposer Notice and Contract Negotiations	41
6.18	Scope of Award and Contract Award Notice	41
6.19	Site Visits.....	42
6.20	Protest of Intended Award.....	42
6.21	Contingency.....	42
6.22	Ethical Requirements.....	42
7.	Proposal outline and requirements:.....	42
7.1	Presentation and Identification	42
7.2	Outline and Detail.....	43
8.	Mandatory Business Specifications:	45
8.1	Contract Terms, Conditions and Liquidated Damages, Forms.....	45
8.2	Liquidated Damages.....	45
9.	Additional information:	45



1. INTRODUCTION:

1.1. Purpose:

The purpose of this RFP is to contract with one or two organizations to provide Multisystemic Therapy® (MST) on behalf of NH DCYF. The goal of DCYF's MST program is to prevent youth (especially but not exclusively Juvenile Justice-involved youth) from entering out-of-home care, particularly long-term care.

1.2. Background on DHHS:

The NH Department of Health and Human Services (DHHS) is responsible for promoting the health, safety, and well-being of the residents of New Hampshire. To achieve that goal, DHHS provides services for children, families, individuals, and seniors in mental health, developmental disabilities, substance abuse, and public health. DHHS does this work through partnerships with families, community groups, private providers, other state and local entities, and New Hampshire citizens.

Through the governor and legislature's support, DHHS has a unique opportunity to strengthen New Hampshire's child-and-family-serving system to better promote safe, stable, nurturing families and communities. DHHS seeks to proactively work with stakeholders and partners to ensure NH families and communities can thrive. DHHS' vision is to ensure all children and families receive the right service at the right time and right place, no matter where and when they present for assistance.

This will require assessing needs more holistically, creating critical linkages across systems that touch vulnerable populations to seamlessly connect them to supports and enhance available services at all levels of need. Achieving this vision also requires DHHS to change the way it does business – breaking down silos across divisions and integrating service planning and delivery for populations served by multiple divisions. DCYF's work with children and families is one piece of this broader effort.

1.3. Background on DCYF:

The NH DHHS Division for Children, Youth, and Families (DCYF) provides and manages family strengthening services that keep kids safe in families that thrive. DCYF intends to provide services that support families and children in their own homes and communities whenever possible, requiring DCYF to develop and maintain meaningful partnerships with the provider community, other DHHS divisions, and NH families.

In both its administration of Child Protective Services (CPS) and Juvenile Justice Services (JJS), DCYF envisions a child-and-family-serving system where families are supported in various ways before they are in crisis and regardless of their legal involvement with DCYF. As part of that shift, DCYF also seeks to increasingly work with families in a voluntary manner and in a community-based setting. As a result, DCYF is in the process of issuing several solicitations for new services. By expanding and elevating their service array, DCYF hopes to better promote safety, permanency, and other general well-being outcomes for children and families.

This solicitation -- focused on procuring Multisystemic Therapy® -- is the second of these solicitations and builds on the Community-Based Voluntary Services RFP published in April 2020. Like the RFP for Community-Based Voluntary Services, this RFP also builds on and incorporates the feedback of the provider community collected through the Request for Information issued in September 2019.



1.4. Background on DCYF Juvenile Justice Services:

Given the emphasis of this solicitation on youth involved in the New Hampshire Juvenile Justice system, DCYF also wanted to share some background on Juvenile Justice Services. Juvenile Justice Services (JJS) in New Hampshire supports the moral, mental, emotional, and physical development of youth by providing protection, care, treatment, counseling, supervision, and rehabilitative services.

In doing so, JJS serves two populations of youth:

1. **The delinquency population**, which includes youth who commit offenses that would be misdemeanors or felonies if committed as an adult, and
2. **The Child in Need of Services (CHINS) population**, which includes youth who commit a status offense, such as running away or truancy, and who disregard the reasonable commands of their parents.

NH Juvenile Justice at a glance (SFY 2019):

- 2,925 petitions filed for Juvenile offenses (94% for delinquency and 6% for CHINS)
- 2,802 youth were served in a JJS case at any time during the year (both identified/involved youth and their siblings)
- 2,303 (82%) identified youth served in-home and 499 served out-of-home (18%)
- The average case length is six months
- JPPO's report that they frequently use services for at minimum six months.

1.5. Background on MST Services®:

Proposer organizations who are selected and approved by G&C to provide MST on behalf of NH DCYF must become a licensed MST provider organization through MST Services, LLC. MST Services, LLC is the organization that grants license agreements and provides the sole program development, training services and quality assurance for MST throughout the United States and internationally. MST Services is affiliated with the Medical University of South Carolina, the home of the MST research organization. Proposer organizations that would be new to providing MST are encouraged to reach out to MST Services, LLC at info@mstservices.com with questions about the model. MST Services, LLC will also present an overview of the model (a recording of which will be available RFP webpage) on <https://www.dhhs.nh.gov/business/rfp/index.htm#dcyf>.

1.6. Program goals and strategic priorities:

1.6.1 Program goals

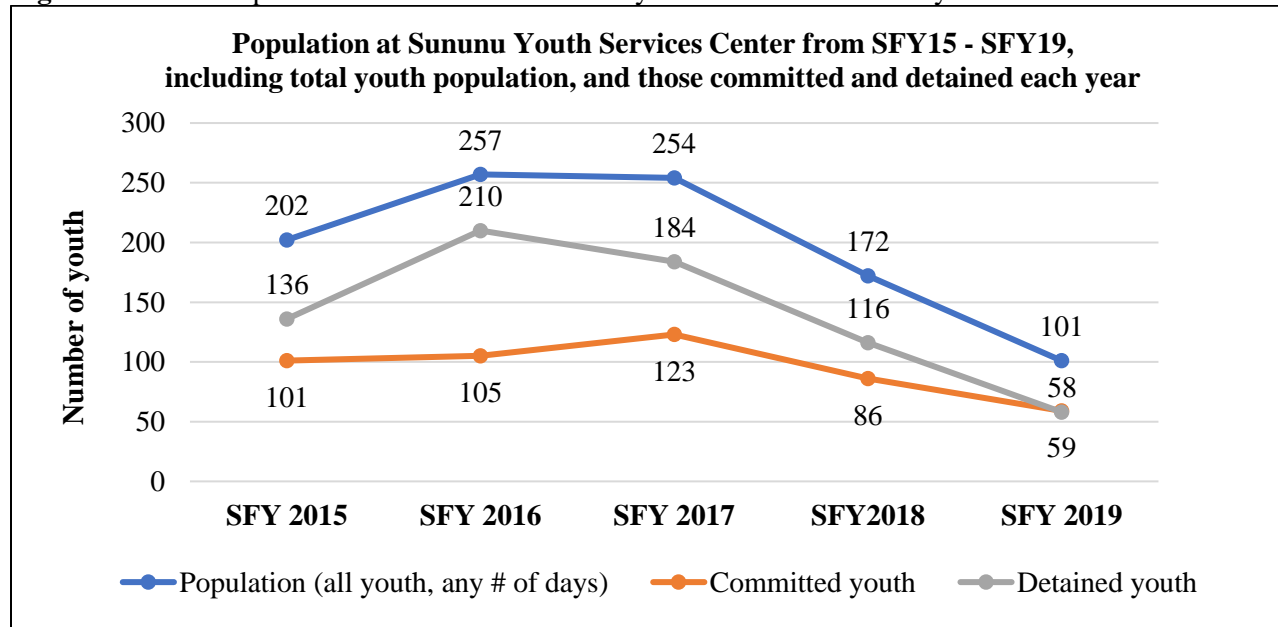
One of DCYF's priority goals is to treat the behaviors of delinquent youth in community-based settings. As summarized by the Annie E. Casey Foundation report, No Place for Kids¹, there is an emerging body of evidence that suggests U.S. jurisdictions that rely on juvenile corrections facilities are both less effective at promoting the general well-being of involved youth and preserving community safety. Moreover, lowering the share of youth served in out-of-home settings is especially crucial for youth of color because they are both more likely to enter the JJ system than their white peers and to experience an out-of-home placement once involved.

While JJS has decreased its reliance on juvenile detention and residential facilities in recent years (see Figure 1), the Division is committed to reducing its reliance even further. In SFY 2020, JJS worked with 2517 "identified" youth. Of those, 84% were served in their home communities, while the remaining 16% were served through some form of out-of-home placement (primarily either Sununu Youth Services Center (SYSC) or a residential treatment facility). Expanding the capacity of JJS to serve more youth "in-home" is a top priority because DCYF believes it is a more effective and just way of supporting youth and NH communities.

¹ No Place for Kids by the Annie E. Casey Foundation, October 4, 2011, <https://www.aecf.org/resources/no-place-for-kids-full-report/>



Figure 1: New Hampshire DCYF's use of SYSC for youth involved in the JJ system has decreased since 2015



Source: DCYF Databook, 2020 - <https://www.dhhs.nh.gov/dcyf/documents/data-book-2019.pdf>

Note: Youth can be Detained and Committed in the same year and therefore are counted in both trend lines. The spike in SFY16 was driven partly by N.H. raising the max age for JJS cases from 17 to 18.

To successfully treat the behaviors of JJ-involved youth in community-based settings, DCYF believes it needs to supplement the existing service array to provide more targeted services in enough quantity. DCYF's array of community-based services has not traditionally included intensive alternatives to long-term, out-of-home care that are targeted towards JJ-involved youth. Part of the reason for this is that DCYF has relied on certified providers to independently develop programs that comply with DCYF rules. As a result, some high priority populations have not had sufficiently tailored services made available to them. By identifying high-priority populations and gaps in the existing service array and procuring for services that fill those gaps, DCYF believes they can better achieve their strategic goals. JJ-involved youth at the highest risk of entering out-of-home care is one such high-priority population.

JJ-involved youth are at-risk of entering out-of-home care settings such as SYSC and residential programs because their behaviors require more intensive treatment than what available community-based programs can offer. These behaviors frequently manifest externally through drug/alcohol use, excessive school truancy, and criminal activity, but are often the manifestation of that youth's environment: their interactions with family, peers, school and their neighborhood. Alternatives to out-of-home care therefore would seek to understand the target adolescent's environment, tailoring services based on that understanding. The possibility of out-of-home placement is exacerbated in situations where parents or caregivers do not possess the abilities and resources necessary to address their child's behaviors. Often having coped with their child's behaviors prior to becoming involved with JJS, caregivers have reported feeling overwhelmed, needing not only support to develop skills but a renewed confidence.

In addition to gaps in the types of services that are available to NH children today, the quantity of services available is insufficient. Part of the reason for this is the historic approach to purchasing services: rather than have contracts that give provider organizations some certainty around which they can plan their operations, capacity has ebbed and flowed with referral volume. These dynamics, in conjunction with many others, have resulted in an unevenness in the quantity of services available. Nowhere is this truer than in NH's rural areas, which also face additional challenges in recruiting, hiring, and retaining qualified clinicians.



The specific reason why service delays matter in the context of this RFP is that delays in being connected to services can result in placement being the only available option for treatment. In the current service system, waitlists can be common, and delays in accessing community-based services can result in the very out-of-home placement DCYF seeks to prevent. DCYF believes that youth who are likely to enter out-of-home care should have near-immediate access to services that treat their behavior. That is why DCYF has worked to construct this RFP – and its regionalized scope of work, cost proposal, and payment structure – to address providers' unequal utilization, turnover amongst provider staff, and the excess demand for services in some areas of State.

Taken together, these challenges directly contribute to the Division's placement rate for JJ-involved youth. In an analysis of all DCYF JJS cases opened in CY 2019, **DCYF found that roughly 20% of youth served through delinquency cases, and 25% on CHINS cases entered an out-of-home placement within one year of their offense date²**. Of those, the largest number of placements were for "shelter care," a form of short-term placement used when family interactions reach a crisis point or when a youth is awaiting longer-term care. The remaining placements for JJ-involved youth included various forms of residential placements, including secure placements at SYSC. **Treating JJ-involved youth while reducing the share who enter out-of-homecare, but especially longer-term group care and secure confinement, is the outcome goal for DCYF's MST program³**.

1.6.2 The rationale for selecting MST:

DCYF has chosen to contract with providers to deliver Multisystemic Therapy after careful consideration of organization needs and priorities. To inform model selection for DCYF's new service array, the Division solicited vendor and community feedback through the issuance of an RFI. As part of that solicitation, respondents identified evidence-based programs and models for DCYF to consider implementing in NH. The need for MST emerged from the RFI review and model selection process as a high-potential program for three reasons.

- First, because MST can **help achieve DCYF's goal of preventing placements in the JJ-or-CPS-involved youth from being removed from family-based settings and placed in out-of-home care**. Studies have shown that 91% of youth who receive MST remain home upon completion⁴. Studies have also linked MST to other positive outcomes, including:
 - *JJ involvement*: 86% of youth remained in school and employed. 87% had no new juvenile arrest.
 - *Child welfare system involvement*: 95% of families served by MST did not have a new abuse/neglect incident, 86% of children remained at home, 91% reported no symptoms of PTSD.
 - *Overall family outcomes*: 40% reduction in sibling arrest rates, 55% reduction in sibling felony arrest rate, and 94% fewer caregiver felonies.
- Second, because of a combination of available federal monies that provides a consistent funding base for the program, DCYF **believes that it is positioned to financially sustain MST teams throughout the state**.
- Third, DCYF believes that **implementation of MST in NH is feasible and would fill gaps in the current NH service landscape**. The provider community signaled a strong interest in the program model's expansion in NH and its focus on treating youth in the context of their "multiple systems" (e.g., school, family, neighborhood, etc.) resonated with DCYF staff, ranging from JJS administrators to early-career JJ workers. Moreover, this feasibility is further bolstered by the fact that MST programs enjoy high quality support, training, and quality assurance from MST Services, LLC.

² This analysis looks at the first placement for that youth following their offense date. Youth placed in short-term care may subsequently enter longer-term care.

³ DCYF also reserves the right to refer youth from other parts of the DCYF system.

⁴ Information provided by MST Services, LLC



Providers and DCYF are not alone in their belief that MST is a high-potential service for New Hampshire. MST has also been recommended by critical DCYF partners, such as the Office of the Child Advocate, members of the legislature, and colleagues in other child welfare organizations. In addition, MST has undergone relatively extensive study, and evaluation and has been rated as “well-supported” on both the California Evidence-Based Clearinghouse (CEBC) and the Title IV-E Prevention Services Clearinghouse⁵.

1.6.3 Other strategic priorities

In addition to DCYF’s outcome goal for MST, DCYF has designed this solicitation and will negotiate the resulting contract to support several other priorities. These priorities were informed by responses to the RFI and connect to the Division's broader strategic priorities and the overall direction of its service array redesign.

- *Family voice:* DCYF and many RFI respondents agree that the authentic engagement of caregivers, youth, and children throughout service provision is critical to shaping and delivering an effective service. To that end, MST was also selected because it shares this view. Honoring family voice and empowering families to lead independent lives is a core principle of the MST model.
- *Collaboration with providers to improve service delivery:* DCYF recognizes that high-quality service delivery requires consistent care and attention. In line with that, the MST model emphasizes quality assurance and improvement, requiring provider organizations to become licensed and work with MST Services, LLC in ongoing quality assurance and improvement activities once implemented. Moreover, as part of its contract management practice, DCYF seeks to actively and frequently collaborate with providers to measure outcomes, track progress over time, and adapt operational and delivery practices to improve program results. Several RFI respondents highlighted the importance of this kind of performance management partnership, noting that its critical to ensuring evidence-based programming like MST is successful.
- *Statewide delivery of services, particularly in rural areas:* DCYF is committed to ensuring that MST is available across the entire state. In the past, delivering services in rural areas has proven challenging in NH, driven challenges to recruiting qualified staff, insufficient transportation for families/staff, and insufficient scale/volume to ensure program viability. To help address these barriers, DCYF requests vendors to develop and propose creative solutions in their technical and budget proposals. For example, vendors might consider ideas that expand the operational feasibility of rural programming, including but not limited to: relying on telehealth, non-traditional staffing models where appropriate (e.g., telecommuting, remote staffing, co-location with DHHS District Offices), and variable daily rates reflecting the increased cost of rural service provision⁶. DCYF also recognizes that recruiting qualified clinicians who meet MST's education requirements to rural areas may constitute a significant barrier to implementing an MST program. DCYF is committed to working with vendors who seek to recruit clinicians to those areas by allowing vendors to propose creative recruitment and retention approaches. Please note, DCYF reserves the right to negotiate with vendors on all aspects of the contract to ensure statewide access to services.
- *Ensuring adequate funding for service delivery:* DCYF and RFI respondents recognized the importance of paying the full costs for new programs, like MST. To address this priority, DCYF encourages proposers to thoughtfully articulate the variety of costs they will incur to provide MST in their budgets, consulting with MST Services as needed to inform these budgeting decisions. DCYF also plans to provide some start-up funding to MST providers to build and implement their programs. Please note, DCYF reserves the right to negotiate with the vendor on aspects of the payment structure during contract negotiations.

⁵ Being “Well-Supported” on the Title IV-E Clearinghouse helps to ensure financial sustainability by unlocking additional federal funding

⁶ All approaches should align with what is allowed by the MST program model.



- *Equity and inclusion in system involvement and service delivery:* The Juvenile Justice System in America operates in the context of a historical legacy of racial inequity. Youth of color are more likely to enter the JJ system than their white peers and more likely to enter deeper into more restrictive stages of the JJ system, such as detention at SYSC or other forms of residential care, once involved. DCYF is committed to delivering services equitably across all subpopulations, intends to collaborate with vendors to address those inequities raised through MST's quality assurance and DCYF's contract management practices, and expects providers to recognize and work to redress the historical legacy of current racial inequality that results in disparate rates of placement for youth of color.
- *Seamless coordination:* To successfully meet the needs of families, the MST program must deliver services in a seamless, highly coordinated manner across the broader child and family serving system. While MST is a holistic intervention which makes limited use of secondary clinical services during program delivery, DCYF plays a vital role in service coordination, especially during the initial handoff to providers. DCYF will work with vendors to develop clear processes to coordinate services, as well as train and support its internal staff to effectively play their role in this effort.

1.7. Contract Period:

The contract resulting from this RFP will be effective upon Governor and Executive Council approval through June 2025. DHHS may extend contracted services for up to four (4) additional years, contingent upon satisfactory vendor performance, continued funding, and Governor and Executive Council approval.

2. STATEMENT OF WORK:

2.1. Covered populations and additional information on the population:

Multisystemic Therapy (MST) defines its eligible population as youth between the ages of 12 and 18 years old and who meet the following **general admission criteria**:

- Present with **significant externalizing behavioral health needs** (e.g., mental health and substance use) impacting the family, school/work, community domains; and
- Reside in a **family setting**.

In addition, MST defines several exclusionary criteria for youth who are not appropriate for MST. This includes youth:

- Who are currently suicidal, homicidal, or psychotic.
- For whom the need for crisis psychiatric hospitalization or stabilization is immediate⁷.
- Who have begun the process of being placed into out-of-home care.
- Who live independently or in long-term residential treatment settings⁸.
- Whose primary behavior is a sexual offense or have a diagnosis of Autism, Pervasive Developmental Delay, Mild/Moderate/Severe Mental Retardation.

While many NH youth fit these admission criteria, DCYF has chosen to **target its MST program primarily toward JJ-involved youth who are at imminent risk of placement**. Based on analysis of CY 2019, there were **roughly 300 JJ-involved in the target population that year. Please see the remainder of this section for more information about the target population.**

⁷ A history of psychiatric hospitalization does not exclude a client from being eligible.

⁸ Treatment can begin 30 days before discharge from a residential setting back into family home but must have an identified caregiver



New Hampshire Department of Health and Human Services Multi-Systemic Therapy (MST) for NH DCYF

- (1) **Age of the population:** DCYF estimates that the MST target population skews toward the older end of the JJS population (12 to 18 years old), with roughly half of the target population being 16 and 17 years of age (54% of MST youth are 16 or 17 years old, with nearly 70% being 15 to 17 years old). While providers should be prepared to work with all ages, DCYF seeks partners who have experience serving older youth.
- (2) **Race and ethnicity of the population:** DCYF estimates that the MST target population includes a disproportionately large share of youth of color (between ~20-40% of the MST target population). DCYF data also suggest that youth of color involved in the JJ system are far more likely than their white peers to enter secure confinement in NH and therefore, are very likely to benefit from an intensive alternative to secure confinement such as MST. DCYF seeks partners who have experience working toward equitable service delivery and will make equitable service delivery a priority in their MST program.
- (3) **Geographic location and slots:** Estimates for the MST target population's geographic distribution suggest that youth are distributed similarly to the state's overall population, with most living in Central and Southern NH. To minimize the financial and operational challenges of serving families in some parts of the state, DCYF has chosen to group JJS District Office Catchment areas into two Regions.

Region 1: JJS DO Catchment Area Youth/Year		Region 2: JJS DO Catchment Area Youth/Year	
Berlin	5 youth/year	Manchester	43 youth/year
Claremont	18	Rochester	28
Concord	22	Seacoast	30
Conway	8	Southern	99
Keene	17	
Laconia	21	
Littleton	9	
Est. total:	~100 youth/year	Est. total:	~200 youth/year
Slots being procured:	100 youth/year	Slots being procured:	150 youth/year

Please note that DCYF has intentionally chosen to procure 250 slots of MST (rather than enough for the 300-youth identified through analysis of historical DCYF data) through this procurement as a way of mitigating the risk associated with future declines in the JJS census. For the same reason, DCYF may refer youth from other parts of the DCYF system including CPS and for youth served by CBH.

- (4) **Gender of the population:** DCYF estimates that 75% of the MST target population identify as Male, with the remaining 25% of youth identifying as Female (DCYF does not have data concerning the number of trans or non-binary youth involved with JJS). DCYF seeks partners with a demonstrated track record of serving youth of all identities, and that will make delivery effective across all gender identities a priority in their program.
- (5) **Prior JJS involvement:** Because first-time offenders are often offered diversion in NH, all youth referred to MST from JJS are likely to have some level of prior JJ involvement. While DCYF does not have target population specific data on previous system involvement available to share with vendors, DCYF knows that youth committed to SYSC tend to have experienced more than one placement before their commitment. Therefore, providers experienced in working with youth who were previously involved with JJS are encouraged to highlight that experience in their responses.



2.2. Scope of Services:

MST is an intensive treatment for troubled youth at risk of entering out-of-home care. Its programmatic aim is to promote pro-social behavior and reduce criminal activity, mental health symptomology, out-of-home placements, and illicit substance use in youth 12 to 17- years old. Clinicians achieve those goals by working on the causes of delinquent and antisocial conduct, identifying key drivers of the behaviors through an ecological assessment of the youth, their family, and school and community.

MST staff personalize interventions to address the identified drivers of each client. On average, the program lasts three to five months, and services are available 24/7, enabling timely crisis management and allowing families to choose which times will work best for them. Master's level therapists from licensed MST providers take on only a small (between 4-6) caseload at any given time so that they can be available to meet their clients' needs.

MST brands their primary case-specific goals as the "Overarching Goals." Overarching Goals relate directly to the referral/target behavior, incorporate the desired outcomes of caregiver and other key participants, and are written so an outside observer can easily determine whether the program achieved the goal. Once the therapist defines that objective in coordination with the client and other stakeholders, the program employs several interventions to meet the Overarching Goal.

2.2.1 Overview of the MST service activities, including the Analytical Process and the 9 Principles:

DCYF expects and requires all organizations contracted to provide MST to comply with all model specifications and requirements to maintain licensure. Providers interested in submitting a proposal are also encouraged to seek additional information on the MST Services, LLC website and directly through an informational meeting with MST Services LLC. MST Services, LLC will also host a separate virtual information session, a recording of which will be posted to the MST RFP website accessible via <https://www.dhhs.nh.gov/business/rfp/index.htm#dcyf>

This said, DCYF has chosen to provide the following overview because MST would constitute a new service for many providers in NH. We encourage you to reach out directly to MST Services, LLC (info@mstservices.com) with questions about the program mode. All other questions should be sent to Jen Hackett – Jennifer.S.Hackett@dhhs.nh.gov – in the DHHS Contracts Unit.

Phase 1 - Service referral to the first meeting: All youth referred to MST will receive referral and engagement activities within a timeframe specified by the model and Department.

- **Referral and engagement:** The goal of the initial referral and engagement period is to orient the adolescent and other participating in the delivery of MST and build rapport such that they are willing to engage in subsequent intake process. Successful providers will:
 - Participate in a warm handoff with the DCYF worker to ensure a seamless entry into the service. During the handoff, the MST provider will collect basic information, including any demographic and contact information to enable quick follow-up and outreach.
 - Process DCYF referrals such that families are not left waiting to begin MST. Referrals will be processed in a timeframe specified by the Department and in a manner that aligns with the model. While the Department will retain ultimate control over the contents of the referral form, DCYF will collaborate with vendors and ensure it aligns with the MST model.
 - When the family seems to have disengaged after the warm handoff, providers would persistently follow up with the goal of getting the adolescent to enroll in the service.



New Hampshire Department of Health and Human Services Multi-Systemic Therapy (MST) for NH DCYF

- **Intake and initial interaction:** The goal of the initial intake process is to ensure that the youth meets the program's eligibility. Successful providers will: Conduct intake processes in a manner that aligns with MST model and as quickly as possible to allow clinicians to proceed to the next phase of the program.

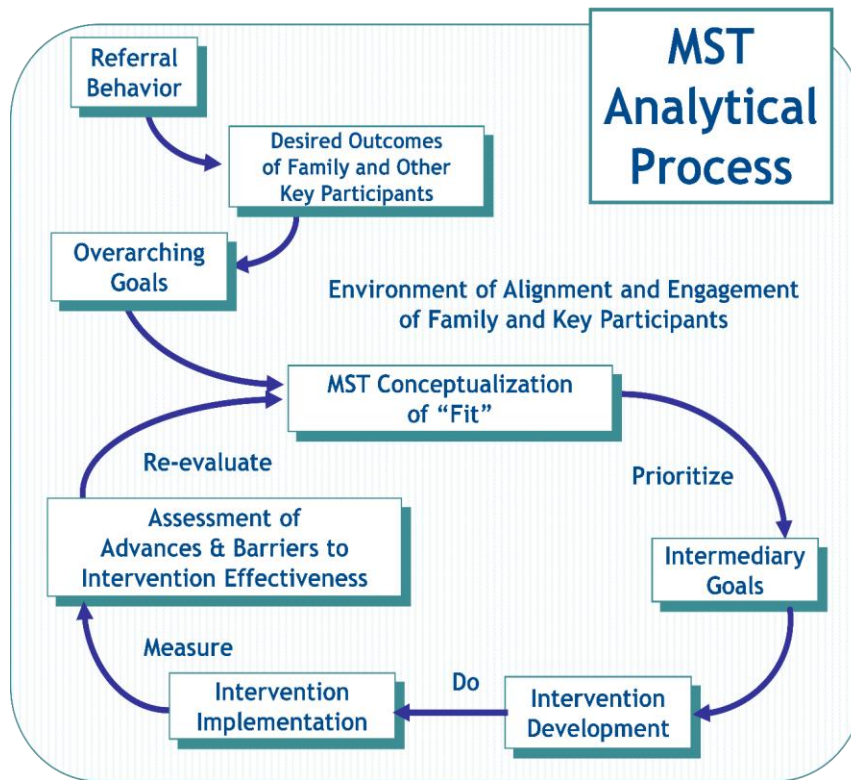
Phase 2 - *While enrolled in MST:* Adolescents enrolled in MST will receive services in a manner that aligns with the MST model specifications and requirements. For the purposes of this overview, DCYF has chosen to organize this section using an MST concept called "the Do-Loop."

Simply put, the "Do-Loop is the framework through which all MST services are delivered, with specific activities and approaches being tailored to fit the needs of individual adolescents and their families. Figure 2 summarizes the process and the information below is intended to provide additional detail. Successful providers will:

- **Identify and understand referral behavior:** The purpose of this step is to clearly identify the reasons for a referral from the perspective of all key stakeholders in the case.
- **Identify desired outcomes of family and other key participants:** The purpose of this is to ensure all key participants are identified and that outcomes are written from the participants' perspective.
- **Develop overarching goals:** Goals should be connected to referral behavior, achieve identified outcomes. The purpose of this is to guide the direction of treatment, and goals need to be specific enough to establish termination criteria. Goals should be understandable to an outside observer.
- **Conceptualize "fit":** The purpose is to understand how the behavior makes sense ("What's the fit?"). The fit circle includes both factors and evidence. It is important to develop hypotheses and prioritize (a continuous process throughout treatment).
- **Set and prioritize intermediary goals:** Contributes to achieving overarching goals and targets the most immediate power drivers of behavior. Establishes progress that is attainable in days and weeks.
- **Develop intervention and implement:** Consistent with nine MST principles, participants prioritize interventions, and identify measurement strategies. Therapists use empirically validated methods that build on strengths, test hypotheses, and collect information that drive fidelity measures.
- **Assess advances and barriers to intervention effectiveness:** Specific to intervention implemented. The purpose of this is to support or refute one or more hypotheses. Advances record steps that have been successfully completed while barriers identify specific factors that prevented successful completion of one or more actions.
- **Reevaluate and identify a new intermediary goal:** The purpose of this is to adapt goals following the assessments phase. Keeps in line with treatment being specific to the referral's case and continuous conceptualization of "fit."



Figure 2: MST analytic process (also known as the "Do-Loop")



(3) At discharge from MST: Discharge planning begins at the time of admission and continues throughout treatment. Discharge planning involves the youth, parents/caregivers, DCYF, and other identified resources or supports. Successful providers will:

- **Develop a plan of care:** Participate in case-specific team meetings and develop and implement a coordinated plan of care.
 - The provider shall establish and set in motion a step-down or aftercare program that is understood and supported by the family.
 - The provider shall ensure that linkage with traditional and non-traditional supports and services are in place before discharge when clinically indicated by the discharge plan.
 - Youth who are to be discharged or stepped down from MST services when the youth has achieved their treatment goals, and they no longer require the intensive level of individual and family intervention initially identified.
- **Discharge criteria:** The determination to discharge a youth from MST is based upon evidence of intervention effectiveness as evaluated from multiple perspectives (e.g., youth, parent, school, JPPO) indicating that:
 - Most of the overarching goals for the case have been met and sustained;
 - The youth has few significant behavioral problems;
 - The family can effectively manage any recurring problems and functions reasonably well for at least three to four weeks;
 - The youth is making reasonable educational/vocational efforts;



- The youth is involved with pro-social peers and is not involved with, or is minimally engaged with problem peers; and
- The Therapist and Supervisor feel the caregivers have the knowledge, skills, resources, and support needed to handle subsequent problems.

Discharge from MST may also occur when the client has met a few of the Overarching Goals but, despite consistent and repeated efforts by the Therapist and Clinical Supervisor to overcome the barriers to further success, the treatment has reached a point of diminishing returns for the additional time invested.

- **Extending MST treatment:** Sometimes, MST is permitted to extend beyond five months, the decision for which depends on a variety of factors, including but not limited to: What are the identified needs of this specific youth and family? How do these needs weigh against the needs of youth yet to be served? To what extent has the program engaged the family and what other specific strategies could the program try to improve engagement? Will an additional investment of time/energy be needed by the therapist to move the case forward? What are the projected outcomes of extended treatment time?
- **A note on respite or other forms of temporary out-of-home-care:** If MST services are in place and the youth needs respite outside the home or is temporarily ordered to shelter care between court hearings, the provider can continue to work with the family to prepare for the youth's return. How to address moments where a youth is out of the home must be individually considered by the MST provider in consultation with the developers.

Figure 3: 9 Principles of MST

In addition to the analytical process, the MST program adheres to 9 Principles, which MST uses to guide intervention design and implementation. The continuous evaluation of treatment fidelity and adherence centers around these nine principles.

1. **Finding the fit:** The purpose of the assessment is to understand the fit between the identified problems and their broader systemic context.
2. **Positive and strength-focused:** Therapeutic contracts should emphasize the positive and should use systemic strengths as levers for change.
3. **Increasing responsibility:** Interventions should be designed to promote responsibility and decrease irresponsible behavior among family members
4. **Present-focused, Action-oriented, and Well-defined:** Interventions should be present-focused and action-oriented, targeting specific and well-defined problems.
5. **Targeting sequences:** Interventions should target sequences of behavior within and between multiple systems that maintain identified problems.
6. **Developmentally appropriate:** Interventions should be developmentally appropriate and fit the developmental needs of the youth.
7. **Continuous effort:** Interventions should be designed to require daily or weekly effort by family members.
8. **Evaluation and accountability:** Intervention efficacy is evaluated continuously from multiple perspectives, with providers assuming accountability for overcoming barriers to successful outcomes.
9. **Generalization:** Interventions should be designed to promote treatment generalization and long-term maintenance of therapeutic change by empowering caregivers to address family members' needs across multiple systemic contexts.



2.2.2 Other program activities and requirements for MST:

Providers who contract with DCYF to provide MST shall comply with all model specifications and requirements defined by the MST program. To help ensure that organizations are aware of MST's various requirements, we have chosen to elevate some aspects of the model below.

- **Emergency and crisis intervention:** Providers of MST shall provide 24-hour emergency and crisis intervention services to youth and their families. MST clinicians shall be required to be on-call after hours with their team members and be available to respond to crises as necessary.
- **A higher level of care:** Some youth referred to MST may require a higher level of care to address legal, medical, mental health, or substance use needs. For those who will return to the community within 30 days, the provider will maintain the case open and continue providing services to the adolescent and caregiver, as appropriate. If within 30 days, the model recommends that youth transition to a longer-term higher level of care or a different substance use program, the provider will meet (or contact as appropriate) the youth and caregiver and prepare the case for closure. Should the youth be discharged later with a recommendation to MST, the referral and treatment will be re-assessed.
- **Lack of engagement discharges:** Providers keep youth and families engaged and to avoid early discharges. Before finalizing an early discharge, providers shall make every effort to meet with the youth, the parent/caregiver, and other identified supports to discuss the circumstances leading to an early discharge. Discussions will include reasons for the discharge, the provider's steps to avoid the early discharge; the impact of the decision; any compromises or changes needed to continue with the treatment; and identification and linkages to alternative treatment options, even if early.
- **Model requirements on cultural competence:** MST's standards on cultural competence both apply to internal areas like staffing and clinical work (e.g., treatment language, diversity of community linkages). Services will be developed and delivered in a culturally competent manner. The provider must assure that their policies, practices, staff, and service delivery are sensitive and responsive to all youth and families regardless of their race, ancestry, color, age, gender, religion, marital status, disability, national origin, behavioral health disorder, sexual orientation, gender-confirming, and ability to pay.

The provider will strive to hire staff and establish community linkages that represent and support the cultural/racial/linguistic characteristics of the families served. It is preferable to provide treatment in the youth/family's primary language. Each provider will establish a plan on how to provide services to youth/families who are not fluent in English or a language not spoken by the therapist. Providers may use organization staff or interpreters if in the adolescent/family's best interest. Youth will not translate for parents or family members.

2.2.3 MST's requirements on staffing, hiring, training, and supervision

MST providers contracted with the State of NH shall follow all MST model requirements and protocols for staffing, hiring, and supervision. Proposer organizations who work as a vendor with DCYF will note that the MST staffing requirements are more robust than what DCYF has traditionally required. Being a shift in practice, DCYF is committed to working with vendors to ensure MST programs have the funding they need to sustain their work, including the funds required to hire, train, and retain an exceptional team of staff. The information provided below summarizes the key elements of that hiring, staffing, supervision, and training protocol, but is not exhaustive. For additional information, please reach out to MST Services, LLC at info@mstservices.com



New Hampshire Department of Health and Human Services Multi-Systemic Therapy (MST) for NH DCYF

- **General program staffing and team requirements:** In line with MST model requirements, MST programs must operate in teams of 2-4 full-time therapists with an MST supervisor. The team works together to serve youth within the team's catchment area and usually within a 90-minute drive time radius of the team's office. MST programs maintain small caseloads to ensure that every client receives the time and attention that is needed and to ensure clinicians have the time they need to participate in supervision, fidelity processes, and other duties.

Each MST therapist serves a caseload 4-6 youth at a time. Each team of 2-4 therapists should have one Clinical Supervisor of at least 0.5 FTE assigned, or one full-time Clinical Supervisor can supervise two teams. Clinical Supervisors carrying a partial MST caseload should be assigned to the program on a full-time basis. The basis of the Clinical Supervisor assignment should be specific to the context and needs of the program. As a result, multiple structures could be used, e.g.,

- One part-time Clinical Supervisor oversees one team (at least 0.5 FTE)
 - One full-time Clinical Supervisor oversees two teams (1 FTE)
 - One full-time Clinical Supervisor oversees one team while carrying a partial MST caseload (1 FTE)
- **Qualification and hiring requirements by role:** MST Therapists are assigned to the MST program solely and have no other organization responsibilities. In line with the high expectations for the quality of MST staff, Clinical Supervisors and Therapists should bring deep experience in mental health or child welfare services. Proposer organizations should incorporate adequate time for hiring during implementation:
 - MST Clinical Supervisors are highly experienced and Masters/Ph.D.-level educated mental health/child welfare professionals.
 - MST Therapists are most often full-time, Masters-level educated staff with clinical experience in mental health or child welfare services. Staff with Bachelors-level education and a minimum of five years of appropriate clinical experience in mental health or child welfare services are permitted to be members of the team.
 - Bachelors-level staff shall not make up more than 33% of the therapist positions of a team.
 - **Supervision approach:** MST supervision takes place in a small group format (2-4 therapists) each week for one hour. This meeting is a mandatory meeting unless excused by the Supervisor for clinical emergencies. Group supervision takes place in a small group for several reasons: team members can learn from one another (successes and challenges) to role play in a safe setting, brainstorm as a group, develop a cohesive bond, and for teammates can fully "know" a client when providing vacation or sick coverage. MST couples group supervision with individual supervision. While not the first mode of guidance, it is used to supplement group supervision for therapist development. Supervisors will also utilize monthly field or taped review as a tool to ensure therapist fidelity and positive treatment progress.
 - **Training:** To ensure MST programs achieve a high level of quality, MST Clinical Supervisors and Therapists receive extensive training in the program model before delivering the service and on a reoccurring basis. Vendors should incorporate these costs into their proposal in a manner that aligns with the budget guidance in Section 3.3. Training includes the following segments administered by MST Services, LLC, a licensed MST Network Partner organization, including initial five-day training, ongoing quarterly (one and one-half day) booster training sessions, ongoing weekly telephone consultation. In addition, each organization will develop and make additional available training beneficial to the staff in delivering MST. Training and conferences may include topics such as substance use, juvenile justice, cultural competence/humility, adolescent development, and engagement strategies.



2.2.4 Additional DCYF requirements:

In addition to the activities detailed in this Scope of Work and those not described but required by the MST programmatic model, MST providers will fulfill the following requirements as a contracted vendor:

- **Model licensure:** Providers must obtain and/or maintain a current MST license through MST Services, LLC.
- **Worker-to-worker coordination with DCYF:** Providers staff shall collaborate with relevant DCYF staff and related stakeholders (such as the courts), as requested by authorized DCYF staff, as part of general case activities. Moreover, therapists should fully engage the referral staff to ensure that the goals of DCYF reflect in the overarching goals of each case
- **Providers are required to make a report to DCYF Central Intake** if they suspect child abuse or neglect, consistent with their responsibility as mandated reporters under N.H. law.
- **Providers will share program data with DCYF** in a manner specified by the Department, as a part of DCYF's commitment to continuous improvement to service delivery. More information on the goals of this collaboration and the data to be shared with DCYF is detailed in Section 2.4.1.
- **Providers will be required to accept all referrals**, so long as those clients meet the eligibility requirements set by MST (e.g., no eject, no reject).

2.3. Reporting and Deliverable Requirements:

DCYF will establish data reporting and deliverable requirements as part of the contract that results from this solicitation, including ensuring compliance with federal and funding requirements, MST model requirements, and the successful delivery of the Scope of Work described in this RFP. Moreover, DCYF reserves the right to establish new data reporting and deliverable requirements throughout the duration of the contract and to collaborate with MST Services to minimize duplicated data collection.

2.4. Performance improvement, performance metrics and model fidelity:

The quality assurance and performance management process that will be applied to DCYF's MST program has two parts. The first, is DCYF's own performance management approach. Through it, DCYF will work with contracted providers to troubleshoot and monitor specific processes and client outcomes related to referrals and system involvement. The second, led by MST Services, LLC is the model's internal quality assurance and continuous quality improvement process. Through it, MST Services, LLC will work with providers to ensure that the service is being delivered to fidelity. Together, these systems of quality assurance and accountability seek to ensure positive outcomes for youth referred to DCYF's MST program.

2.4.1 Performance improvement with DCYF

DCYF is committed to performance measurement and continuous improvement as a central part of our partnership with the MST providers in the years to come. As part of that effort, the DCYF Bureau of Community, Family, and Program Support seeks to actively and regularly collaborate with providers as part of enhanced contract management to improve program results. Therefore, DCYF seeks applicants who are focused on improving performance over time and expects all awarded organizations to engage and "come to the table" with DCYF and their peers to use data to monitor and understand performance, troubleshoot challenges, expand knowledge and use of best practices, and adjust service delivery over time. These expectations include but are not limited to



participating in monthly provider meetings focused on performance. DCYF anticipates focusing on a range of performance topics in these discussions, including but not limited to:

- *Persistent follow-up on referrals:* DCYF seeks to maximize the share of youth who enroll in MST. As a result, performance meetings with providers might focus on service delivery practices like persistent follow-up with referred youth that have not yet seen the provider face-to-face and sharing best practices to do so. When necessary, DCYF will work with MST Services to ensure practices align with MST requirements.
- *Service completion:* While not every youth will successfully complete MST, DCYF believes focusing collective attention on improving the percentage of youth who successfully complete MST will be beneficial to the long-term outcomes of this contract. While the MST Quality Assurance (QA) process will focus on many of the actions that impact service delivery and, ultimately, completion. DCYF may also choose to hold performance meetings with providers to improve the completion rate. For example, DCYF identifies consistent pattern around youth discharging unsuccessfully from the program due to disengagement. In that situation, performance meetings might focus on what DCYF could do to better support MST Therapists trying to engage families. When necessary, DCYF will work with MST Services to ensure practices align with MST requirements.
- *Long-term program outcomes:* By regularly monitoring outcome goals (e.g., the percentage of families who are subsequently involved with the Division), DCYF and the selected provider(s) will be able to assess the degree to which the MST program is meeting the outcomes that DCYF is focusing it on: preventing entries into care for JJ-involved youth. These long-term outcomes – reported by DCYF rather than by the provider – may also factor into future funding decisions for the program.
- *Equitable service delivery:* As mentioned in prior sections of the RFP, the persistent inequities that define the nation's and NH's JJ system highlight the importance of elevating equitable service delivery as a major topic of performance improvement. By regularly evaluating major aspects of referral-making, service delivery, and outcomes through the lens of racial and other forms of equity, DCYF believes that the MST provider network will be better positioned to proactively address emerging disparities in service delivery.

This kind of performance-oriented contract management is particularly important since MST is a new program to New Hampshire. Therefore, DCYF seeks organizations who are willing to collaborate with DCYF as they continue to shape this service, troubleshoot unintended consequences, and adapt the program to its defined outcome goals. Steady access to reliable and relevant data is critical to evaluate program results and performance, drive program improvements and policy decisions, and ensure compliance with the MST model. As such, DCYF reserves the right to request/collect other key data and metrics from provider organizations – including client-level demographic, performance, and service data – and set expectations for what this collaboration, including key performance objectives, will look like in any resulting contract. Provider organizations will be expected to collect and share data with DCYF in a format specified by DCYF.

2.4.2 DCYF performance metrics

To track progress in achieving programmatic goals, DCYF will monitor a set of performance indicators across all MST provider(s). Likewise, to monitor and recognize intermediate progress toward those performance indicators, DCYF also intends to track output metrics across MST programs. A selection of key metrics is displayed below in Figure 4 and the key output metrics list but is not limited to the items written here. Selected providers will be invited to work with DCYF to build out the list of key metrics. Moreover, providers are expected to comply with all reporting requirements specified by MST Services (see subsection below). DCYF plans to track performance throughout the term of the contract and reserves the right to use this information to inform future funding decisions, including renewals and future procurements of MST.



Figure 4: DCYF Performance Metrics

Key performance metrics:	
Before the first face-to-face meeting	
<ul style="list-style-type: none"> Share of referred youth who do/do not enroll in MST (and reason for rejection) Share of referred youth who receive a face-to-face within three days of referral 	
While enrolled in Multisystemic Therapy	
<ul style="list-style-type: none"> Share of enrolled youth who commit new offenses while enrolled in MST Share of enrolled youth with technical violations filed while enrolled in MST Share of youth who are placed into shelter care/another type of short-term care while enrolled in MST 	
At discharge from Multisystemic Therapy	
<ul style="list-style-type: none"> Share of youth who do/do not complete the program (incl. reason for non-completion) 	
Short-term outcomes	
<ul style="list-style-type: none"> Share of youth who remain involved with JJS 3 months after discharge Share of youth with a new case opened to JJS within six months after discharge Share of youth who enter placement within six months after discharge 	
Longer-term outcomes:	
<ul style="list-style-type: none"> Share of youth with a case opened to JJS within 12 months of discharge Share of youth who enter any form of placement within 12 of discharge 	

Key output and process metrics:

- # of youth currently enrolled in MST
 - % of MST slots currently used
- # of youth who receive a warm handoff to the MST provider
- # of referrals, including the number in the target population (e.g., JJ-involved youth, risk of placement)
 - % of referrals in the MST defined target population
- # of enrollees, including the number in the defined target population
 - % of enrollees in the MST defined target population
- # of days from DCYF assessment start date to referral date
- # of days from referral date to the first face-to-face

2.4.3 Overview of MST Quality Assurance and Quality Improvement

The purpose of MST's Quality Assurance and Quality Improvement program provides mechanisms at each level for training and support on elements of MST treatment model, measuring implementation of MST, and improving delivery of the model as needed. Therefore, continuous quality improvement process is essential to obtain positive outcomes for youth enrolled in MST and their families.

Organizations contracted to provide MST for DCYF are required to engage in QA/QI activities in a manner consistent with the standards necessary to maintain licensure. Adherence to these Quality Assurance and Quality Improvement activities is required for a provider to maintain licensure. Because the maintenance of licensure is a requirement for all organizations contracted to provide MST on behalf of DCYF, failure to engage in and adhere to the QA/QI process main result in termination.

For more information on the Quality Assurance and Quality Improvement process, please see the following document: https://msti.org/mstinstitute/qa_program/pdfs/QAOverview.pdf. Providers are also welcomed to ask questions about the QA/QI process during the MST Services, LLC information session on January 21st.



3. PROPOSAL EVALUATION:

3.1. Overview of the proposal evaluation process:

In addition to the information and guidance about the technical and cost proposals described here, please be sure to read **Section 7. Proposal Outline and Requirements**, which lays out the full requirements. *In addition, DHHS has prepared Appendix H, Proposal Checklist, to aid your staff as they develop a proposal.*

NH DHHS will follow the following process when evaluating the submitted proposals. *DHHS also reserves the right to identify “score team advisors” to provide specialized legal, financial, and programmatic expertise.*

Who will evaluate: Proposals submitted to DHHS for this solicitation will be reviewed by individuals selected by DCYF in a manner chosen by DCYF. The individuals selected to serve on the scoring committee will be selected based on their ability to provide substantive input on the submitted proposals and may come from roles outside DHHS and/or DCYF, as determined by DCYF. In every instance, members of the scoring committee sign an NH Employee Conflict of Interest Statement and NH Employee Confidentiality and Nondisclosure Agreement.

How we will evaluate: After the submission deadline closes, The DHHS Bureau of Contracts and Procurements will distribute the proposals among the scoring committee. Using scoring guidance developed by the DCYF program team (in consultation with DHHS or external experts, as needed) members of the committee will individually evaluate proposals, and submit preliminary scores to the Contracts Unit by a pre-determined deadline (DHHS reserves the right to adjust that deadline if circumstances require an adjustment). The evaluation team will then meet in order to discuss their preliminary views on the proposals and finalize a consensus score.

Please also note the following set of guidance and notices:

- Proposer organizations are invited to propose one of four proposal types:
 - Provide MST as a contractor in one of the two regions (no sub-contractors).
 - Provide MST in one of the two regions through a mix of direct service and sub-contracting.
 - Provide MST in both regions through a mix of direct service and sub-contracting
 - Provide MST as a contractor in both regions (no sub-contractor)
- Proposer organizations who choose to serve the entire state can propose alternative configurations of JJS District Offices for their service regions and justify those in their proposal. Please see Section 2.1, Geographic location and slots for the list of DOs associated with each Region.
- DHHS reserves the right to negotiate all aspects of the vendor's proposal in order to achieve Department and Division priorities, including statewide access to MST programming and financial and programmatic risk to the Department.

Please also note that requirements on staffing, hiring, training, and supervision requirements as indicated in Section 2.2.3, must be met and should be considered by proposer organizations in preparing both their technical proposal and cost proposal (i.e., budget and staffing sheet) to produce the number of slots for the region(s) the organization applies to serve. Proposer organizations should consider that there are ranges and therefore opportunities for variation in team size (2-4 full-time therapists), caseload (4-6 youth per therapist), supervisory structure (e.g., part-time supervisor at 0.5 FTE for one team, full-time supervisor at 1 FTE for two teams, full-time supervisor at 0.5 FTE for supervision and 0.5 FTE for carrying partial MST caseload), travel range (youth are within up to 90 minutes' drive-time radius of team location) and service duration (average of 120 days).



New Hampshire Department of Health and Human Services Multi-Systemic Therapy (MST) for NH DCYF

Proposer organizations should build their technical and cost proposals within these parameters using their own operational experience and expertise. To help you do so, see Figure 5 below for some information provided by MST Services about averages on several service dimensions based on their experience working with many different MST providers in the field. The content in Figure 5 does not constitute requirements or DCYF expectations, but rather potential “rules of thumb” to consider as you develop your proposal. Proposer organizations are welcome to make different assumptions as they wish within the overall MST model parameters specified above.

Figure 5: Information from MST Services



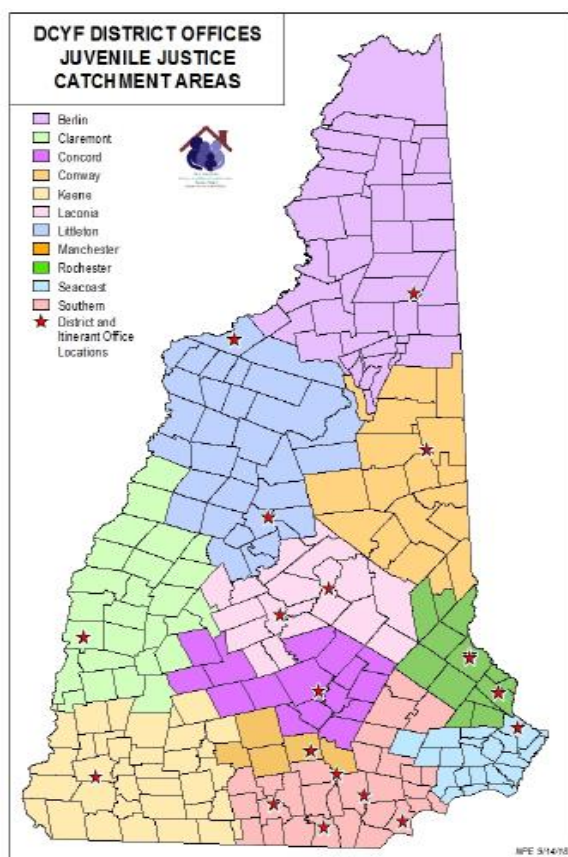
	Averages that MST Services typically sees for providers	Example configurations based on these assumptions
<i>Caseload</i>	~4-6 per therapist with avg. 4	4 small teams of 2 therapists each could serve ~100 youth per year
<i>Avg. Service duration</i>	90 – 150 days with avg. 120 days	
<i>Annual youth served per clinician</i>	~15 youth / year (4 youth x three 120-day turns in a year)	
<i>Total cost per youth</i>	~\$13,000	3 large teams of 4 therapists each could serve ~150 youth per year
<i>Per diem rate per youth</i>	~\$108 per day	

Figure 6: DCYF DO Catchment Area for JJS



3.2. Details of technical question application, including questions:

3.2.1 Technical proposal scoring criteria

Knowledge of MST and operational design (25 points possible):

- The proposer demonstrates an understanding of DCYF's outcome goals for MST and demonstrates a high degree of alignment between DCYF's desires and strategic priorities and the MST program
- The proposer organization has a clear understanding of the target population and experience working with this or similar populations (e.g., youth with significant externalizing behavioral health needs residing in a family-based setting, youth involved in the JJS system, etc.).
- The proposer organization has knowledge of and relationships with the relevant community organizations such that they can develop a holistic understanding of each client (e.g., schools, community organizations like athletic associations, etc.)
- The proposer organization has knowledge of and relationships with relevant community service providers in their proposed Region(s) such that they can connect families to additional supports at discharge.
- The proposer organization puts forth effective solutions to address DCYF's priorities and anticipated challenges in service delivery, including:
 - Creative operational tactics and program delivery structures to ensure service is available to all families in the proposed Region, including in rural areas
 - Creative and adaptive strategies for persistent follow-up and using flexible funds
 - Creative approaches to ensuring equitable service delivery across all subpopulations
 - Creative approaches to recruitment, especially in rural areas

Organizational capacity (40 points possible):



**New Hampshire Department of Health and Human Services
Multi-Systemic Therapy (MST) for NH DCYF**

- The proposer organization has a strong leadership/management team with relevant experience managing organizations that serve vulnerable populations and especially youth in the target population
- The proposer organization can launch and implement new programs (e.g., track record standing up new services, experience developing programs that serve children and families).
- The proposer organization either has a physical presence and/or experience working in the Region (s) that they have applied for or, in the absence of that, a clear plan to do so to enable service delivery.
- The proposer organization is committed to reflecting the communities in which they work and actively incorporates diverse perspectives in how the organization is governed and programs are shaped.
- The proposer organization has effective professional development systems in place to train staff in both program practice and organization policies, as well as support and develops capabilities of all staff (incl. for sub-contractors).
- If appropriate to the proposal, the proposer organization has a demonstrated track record and/or the capacity to manage and partner with sub-contractors.

Performance improvement (25 points possible):

- The proposer organization has experience successfully delivering the MST program with fidelity and/or implementing other Evidence Based Practices (EBPs) or models that require a high degree of fidelity.
- The proposer organization has demonstrated experience working to improve quality, results, and program performance (e.g., Q.A. or CQI processes, soliciting and acting on client feedback, using qualitative information or quantitative data to help guide improvement efforts) that can be effectively deployed in partnership with DCYF to improve the performance of services over time.
- The proposer organization has clear and effective systems, processes, and policies in place that would allow them to collect program performance data and share that data back with DCYF (in the absence, clear plans to develop capacity).

3.2.2 Technical proposal questions

Informational questions (non-scored):

1. Organization name
2. H.Q. address
3. Please check boxes for relevant Region (s) covered by this proposal (if statewide, check both!).

Region 1 (100 slots of MST per year) <input type="checkbox"/>							Region 2 (150 slots of MST per year) <input type="checkbox"/>			
Berlin	Claremont	Concord	Conway	Keene	Laconia	Littleton	Manchester	Rochester	Seacoast	Southern ⁹

4. Do you plan to have sub-contractors as part of this proposal?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If yes, please explain your anticipated sub-contracting arrangements, including which regions will have services directly provided by your organization and where you plan to sub-contract. *Answers to questions below should also reflect sub-contractor activity as relevant.*

Program knowledge and Operational Design (25 points possible):

5. **Experience with MST:** Based on your experience providing MST, answer one of the following:

⁹ The Southern District Office includes the Southern “telework” office.



New Hampshire Department of Health and Human Services Multi-Systemic Therapy (MST) for NH DCYF

- If applicable, describe the extent of your organization's experience with providing MST. What has that experience taught you that you would bring to bear in the NH implementation? What have been the results associated with your existing MST program? Providers are highly encouraged to share data, reports, etc. as evidence in support your response to this question.
 - In the absence of an existing MST program, please share what research you have done into the program model and why you think your organization is well-positioned to provide MST on behalf of NH DCYF (recognizing that you will be able to flesh this perspective out in subsequent responses). What programs, if any, do you currently deliver that prepare you to provide MST?
6. **Experience with target population:** Describe your organization's experience and any notable successes providing services to the defined target population or similar populations. Based on your experience or research, what do you see as the key organizational capacities or attributes needed to provide MST to JJ-involved youth?
7. **Anticipated staffing structure:** Describe your organization's anticipated staffing structure. How many teams do you plan to establish, of what type (small/large), in what locations? How did you arrive at these decisions?
8. **Examples and scenarios:** Please respond to the following scenarios as if you were an MST provider:
- Imagine a family is referred to MST but does not attend an initial face-to-face meeting. What kinds of actions/strategies would you try to identify and persistently follow-up to re-engage these families?
 - What are some of the common situations that might present a crisis for a youth/family enrolled in MST? Share three examples and explain (a) what is the crisis/problem and (b) how your organization would rapidly address it as an MST provider.
 - Imagine a family is referred by DCYF to MST. In the initial meeting with the family, the clinician confirms that the parent has limited English proficiency but is open to working with the clinician and engaging in MST. What would be your organization's (a) approach to developing a plan to provide services and (b) approach to monitoring that approach and making the needed adjustments?
 - Imagine a family is referred by DCYF to MST. The parent is initially engages and works with the MST therapist in service of the identified youth. Over time, however, the parent begins to disengage. Either drawing on your experience as an MST provider, experience providing services for a similar target population, or other research/experiences, how would you approach re-engaging this parent?

Organizational capacity (40 points possible):

9. **Organization management, administrative and technical capacity:** Describe your organization's overall management structure and the experience of your senior leadership/management team. Please highlight anything you feel is particularly important to implementing and managing the delivery of MST.
10. **Staff recruitment, retention, training, and development:** How does your organization recruit, develop, and retain staff to ensure you can consistently deliver high-quality programs? What specific challenges in recruitment, retention, training, and development do you anticipate? Acknowledging challenges recruiting masters level clinicians, how would you anticipate approaching the recruitment process in selected regions of NH? Are there any specific strategies and approaches you anticipate using in your selected Region(s)?
11. **Developing and implementing new programs:** What experience does your organization have in launching and implementing new services and programs (especially those for an evidence-base program/service model)? Please describe your approach using examples.
12. **Proposed service area regions:** Describe your organization's presence in your proposed service area, including existing relationships with key community stakeholders that comprise the "multiple systems" with



**New Hampshire Department of Health and Human Services
Multi-Systemic Therapy (MST) for NH DCYF**

which youth interact. If your organization plans to expand into areas that you do not currently serve, describe how you would develop knowledge of and relationships with community stakeholders in those areas of expansion.

13. **Diversity, equity, and inclusion:** How does your organization, including staff makeup, reflect the communities in which you work and actively incorporate diverse perspectives in how the organization is governed and programs are shaped (e.g., client board representation, peer navigators)? How would you make equitable service delivery a priority in your program and how would you approach that work?
14. **Sub-contracting (if applicable):** Describe your organization's experience with sub-contracting with other service providers. Provide examples of how you have identified high-quality sub-contractors and managed the performance of those partners in past/currently (or in the absence, a plan to do so).
15. **Medicaid Billing:** What systems, processes, and policies do your agency have in place (or will build) to bill and comply with Medicaid rules? How do you anticipate staffing the any Medicaid billing and reporting functions needed to support compliance with Medicaid rules? If you currently bill Medicaid for DCYF/DHHS services please note that in your responses.

Performance improvement (25 points possible):

16. **Experience in performance improvement:** How does your organization incorporate continuous quality improvement and performance measurement into the work you do today? Share two examples of times that your organization has made a programmatic or organizational change designed to improve results based on data or information collected (e.g., quantitative or qualitative). For each example, please describe: (a) how the problem was identified, (b) what steps your organization took to make the improvement, and (c) the impact of these changes.
17. **Experience with EBPs and delivering services with fidelity:** What other programs have your organization implemented that are evidence-based or require fidelity to certain standards? What actions have you taken to ensure fidelity to the model for these programs?
18. **Collecting data:** What systems, processes, and policies do your organization have in place, or will you build to collect MST data? How do you anticipate staffing the data collection and reporting functions needed to support MST's quality assurance and DCYF's performance data requirements?
19. **Collaborating with DCYF:** Is your organization committed to working closely with DCYF to monitor data to track progress/success of each program component and the program overall, attend monthly meetings focused on performance topics, and take action to improve performance based on this work? What key topics should DCYF and vendors discuss during performance meetings to help adjust and improve service delivery? Are there other performance metrics or information DCYF should gather to assess success?

3.2.3 Technical scoring guidance:

The technical proposal must be filled out using the template provided in Appendix D, Technical Proposal Template, which is available on the same webpage as this RFP: <https://www.dhhs.nh.gov/business/rfp/index.htm#dcyf>. Templates should be submitted back to DHHS as word document. DHHS recommends that all organizations read Section 7.2 and Appendix H, Proposal Checklist for the full list of proposal requirements.

The first portion of the template will ask your organization to answer a set of non-scored questions, but that are nonetheless relevant to identifying and categorizing your bid. **You must answer those questions to qualify for**



evaluation. If sub-contracting to deliver MST, please note that you are not required to identify the subcontractors you intended to partner with to deliver MST until 30 days after the contract is effective.

In the second portion of the technical submission template, your organization will respond to a series of questions that are related to three criteria categories: Knowledge of MST and operational design, organizational capacity, and performance improvement. These responses will be evaluated against the criteria listed above and using the score guidance mentioned previously.

Please note that the word limit on technical proposals is 10,000 words (the word limit excludes starting word count, e.g., words taken up by questions, and words included in supplements and appendices. Words taken up by the technical template do not count toward this total, nor do the words contained in any supplemental documents you choose to include as part of your technical proposal). Again, must submit your response as a word document (e.g., NOT a PDF). Your proposal may be disqualified if you submit the technical proposal using any other file type.

3.3. Details on cost application, including budget guidance:

3.3.1 Cost proposal scoring criteria

Cost proposal scoring criteria (10 points possible):
The proposer organization proposes reasonable costs (including staff) to successfully implement the program and deliver results in line with the objectives of this RFP, including thoughtful articulation of the different kinds of costs incurred to launch, operate, and sustain a high-quality MST program.

3.3.2 Cost proposal scoring application components:

- **Budget template:** Please complete Appendix F, Budget Template (with staffing list) which articulates your anticipated costs for the MST program in the region(s) you are applying for.
- **Budget narrative:** Please prepare Appendix E, Budget Narrative that provides an overview of the budget(s) you prepared for the corresponding service area(s) and articulates why these costs are needed to achieve the desired results of the MST program. This narrative also gives you an opportunity to explain any key assumptions or calculation approaches used to construct this budget. Please make sure to include an explanation of: (a) any research you used to construct this budget (e.g., guidance from MST Services, experience implementing the program before), (b) any portions of shared costs you've included as direct costs and how this was calculated/attributed to MST, (c) any "other" cost items you've included in direct costs, and (d) your rationale for use of start-up costs. (*For more information, see the cost proposal guidance below*)
- **Negotiated Indirect Cost Rate Agreement (NICRA) – if applicable:** If your organization has a federally approved NICRA, please submit appropriate documentation and ensure that your budget construction reflects the cost allocation methodology in that agreement. If applicable, please include as a supplement to your Appendix E, Budget Narrative submission. (*For more information, see the cost proposal guidance below*)

3.3.3 Cost proposal guidance:



New Hampshire Department of Health and Human Services Multi-Systemic Therapy (MST) for NH DCYF

Philosophy: As indicated in selection criteria, the Department is seeking proposer organizations that can provide the MST program at reasonable and appropriate cost. The Department will gauge reasonableness using price and cost information that appears in this RFP (information concerning the average price per youth and the fee information that appears in *Appendix Exhibit I, MST Service, LLC Program Development Fee Schedule* in particular). If the proposal deviates significantly from these figures the score team will again review the budget narrative for further justification of the discrepancy. As a result, vendors are strongly encouraged to explain and justify any areas of cost deviation in their budget narrative.

At the same time, as explained in DCYF priorities in Section 1, Subsection 1.4 above, the Department also wants to ensure that vendors receive the funding needed to successfully deliver on desired outcomes of the program. Responses to the RFI issued in fall 2019 highlighted the importance of this and the risks of program or organizational failure if payment is insufficient to cover costs associated with high-quality service delivery. Therefore, DCYF invites proposer organizations to be both thorough and thoughtful about capturing the range of different costs entailed in implementing a model like MST: from therapists, supervisors, and MST training to new technology, recruitment/hiring for MST, and CQI activities. In addition, the Department will contribute to the general and administrative operations of organizations by paying an indirect cost rate – either up to 10% of direct costs or at a rate established by a federally negotiated indirect cost rate agreement (NICRA). This is in line with federal guidance which will allow DCYF to leverage federal funding for MST¹⁰. The guidance below is meant to help achieve these objectives. Please read Section 7 for the full inventory of requirements for your cost proposal or Appendix H, Proposal Checklist for a briefer summary.

General guidance: Located on the webpage where you found this RFP document is an excel budget template that your organization must fill out as part of your application to provide MST Services. (Appendix E, Budget Template). When you open the budget template, you will see a brief overview tab followed by four tabs with information you need to complete including: (1) general information, (2) template for calculating per diem rate for services in the corresponding region(s), (3) staffing lists, and (4) start-up costs. The information will help the Department evaluate your cost proposal. In the subsections that follow, the Department has provided guidance to help you complete the budget template for MST. Please also review “Finance” section below for more information on funding and payment structure related to this guidance.

Tab #1 – General information: On the first tab, proposer organizations are asked to record their organization name, contact information for budget, and the proposed service area region(s) covered by this budget. Proposer organizations are permitted to either submit one budget template for each region they apply to serve or to combine costs for both regions in one budget template(s) to reflect the overall statewide costs for both regions. The target population section of this RFP provides information about the total number of youth in the target population in SFY2019 for both Region 1 and 2 and their projected geographic distribution within associated District Office catchment areas. In determining how to assemble budgets, proposer organizations should consider the geographic features of each region which may affect costs (e.g., rural, urban, road access) as well as staffing model given geographic constraints on team location for the MST model (see *Section 2.2 Scope of Services, MST's requirements on staffing, hiring, training, and supervision* for more information).

Tab #2 - Per diem rate budget: The second tab asks you to identify direct costs associated with your proposed MST program and calculate indirect costs using an indirect cost rate (either up to 10% or your organization's NICRA rate). These costs should be initially estimated for a 12-month period and reflect expected ongoing operations for the program at scale (i.e., full capacity). See additional guidance on direct and indirect costs in the tables below. After recording those costs and associated dollar figures, the template will automatically calculate a

¹⁰ For more information on allocating costs according to federal requirements, please see 2 CFR 200, particularly Subpart E – Cost Principles: <https://www.law.cornell.edu/cfr/text/2/part-200/subpart-E>



New Hampshire Department of Health and Human Services
Multi-Systemic Therapy (MST) for NH DCYF

daily rate per youth using assumptions about youth served per year and average number of days a youth is served (120 days). This rate will be evaluated as part of your organization's cost proposal, and the Department reserves the right to negotiate all aspects of the per diem rate as part of contract negotiations with the selected vendor(s). (See *Section 4.2, Description of payment system* for more information on per diem rates). To help you complete this per diem rate budget, see below for additional guidance on direct and indirect cost.

Additional guidance on direct costs

Direct costs are those which can be identified specifically with a program and which can be directly assigned to such activities, relatively easily and with a high degree of accuracy. Direct costs often include salaries and benefits for program-specific clinicians and supervisors, travel expenses for those individuals, program materials and supplies. For this RFP, the Department is **encouraging providers to consider and estimate a range of direct costs beyond basic items** to ensure that the full costs to administer the program are included as part of your rate.

- Example list of potential costs and budgeting considerations based on feedback from the RFI:
 - Costs associated with providing MST which could include fees/certifications to model developer, initial and ongoing training, ongoing consultation, etc.
 - Physical space (i.e., facilities) for workers and clients and/or new locations
 - Recruitment, hiring, and onboarding costs associated with new clinical staff
 - Technology costs associated with data collection, measurement, and reporting (e.g., required for MST or to collect necessary program data for DHHS reporting)
 - CQI staff time to support fidelity, program monitoring, and performance improvement associated with MST contract
 - For rural areas: potential for increased costs for staffing and travel (e.g., need for more staff, lower caseloads to account for additional travel or utilization) and/or investments in systems and supplies for telehealth or telecommuting service delivery
 - Oversight and administration of sub-contracted partners if appropriate
- Note that **some costs may be shared with other programs and may not be wholly attributable to MST** (e.g., CQI specialist who works on other programs but will also support MST with 50% of their time, Clinical Supervisor who will supervise one MST team with 50% of their time but manage other programs too, facility costs for a new office where MST teams will make up 70% of the workers there). **Appropriate portions of those costs may be recorded as direct costs for MST if that portion can be accurately, reliably, and clearly attributed to the program** (e.g., based on job descriptions, floor plans, etc.). When these kinds of direct costs are included in budgets, proposer organizations should provide a justification in their budget narrative which explains the basis for this calculation and amount.
- **The exception to guidance above is when your organization has a federal Negotiated Indirect Cost Rate Agreement (NICRA)** and will be using that to estimate indirect costs as part of the budget. In this case, direct costs should be recorded **only** if they align with direct costs in the methodology laid out in the agreement to ensure comparable calculations. This means that even if you identify a cost that has a corresponding direct cost line item in the budget template and/or is shared but directly attributable to MST, if it is classified as an indirect cost in your NICRA then you cannot include it in the direct cost section of the budget template. Your federal NICRA agreement should be your main guide to determining what is a direct or indirect cost.
- To support your organization in identifying and recording direct costs, this section of the budget template provides some high-level categories and sub-categories for potential direct costs. There is also an "other" item within each category and within the direct cost section overall which you can use to include any costs that you identify but the department has not anticipated. When these "other" rows are completed (excel rows



New Hampshire Department of Health and Human Services Multi-Systemic Therapy (MST) for NH DCYF

19, 23, 27, 31, 35, 38, and 43-48 in tab 2) please provide a brief description in the corresponding notes column of tab 2 of the excel template which you can expand on in the budget narrative. While the Department is conscious that some organizations will have different ways of categorizing direct costs, we ask that you use the categories provided in the budget and the “other” rows to support comparability across proposals.

Additional guidance on indirect costs

Indirect costs are those costs incurred for a common or joint purpose and benefit multiple programs and parts of an organization but which are not readily assignable to a specific program. While every organization’s cost structure is different, indirect costs often include critical functions that help organizations operate effectively such as finance, human resources, information technology, operations, facilities, communications, quality assurance, data analytics, executive leadership, and staff development. Indirect costs may sometimes be referred to as “overhead” or “general and administrative” costs.

- As explained above, proposer organizations are encouraged to consider costs that may sometimes be thought of as “indirect” and assess whether they can be directly attributed to MST and classified as direct costs so the Department can fairly contribute to those (*unless your organization has a NICRA, see below*).
- There will still be a set of indirect costs that cannot be directly attributed to MST. To support your recovery of these indirect costs, the budget template includes a section to calculate additional funding for indirect costs. Using the indirect cost section in tab 2, **you may enter a rate of up to 10%** which will be multiplied by total direct costs and included in your total overall costs (*unless your organization has a NICRA, see below*).
- **If your organization has a federal Negotiated Indirect Cost Rate Agreement (NICRA) rate, you may enter that rate** instead. You should ensure that the budget reflects the cost allocation methodology and treatment of direct and indirect costs reflected in your NICRA, regardless of guidance provided in the sections above. This means any costs classified as indirect in your NICRA rate should **not** be included in the direct costs section of the budget even if there are corresponding direct cost line items in the budget template. These costs will be fairly calculated and included as a result of your NICRA and do not need to be specified in the budget. However, you may explain anything necessary to understand investments made in your program as part of your Budget Narrative.

Tab#3 - Staffing sheet: The third tab is a staffing sheet, which accompanies the rate budget and is intended to provide additional information about your programmatic staffing model. Please include a list of the roles of the staff you anticipate who will work on this program and their salary, benefits, and time allocation spent on the MST program. The summary totals in tab 3 should match the relevant summary rows for personnel cost rows in tab 2 (rows 15-19). In preparing your staffing sheet, please be sure to refer to *Section 2.2 Scope of Services, MST’s requirements on staffing, hiring, training, and supervision* for more information on staffing requirements and other helpful guidance.

Tab #4 - Start-up costs: The fourth tab asks for you to articulate anticipated start-up costs for launching the MST program. RFI responses stressed the importance of ensuring vendors are able to invest in training, hiring, and other start-up costs before they incur sufficient revenue from serving clients at full capacity. The information included in the start-up budget will be scored as part of your RFP submission and used to inform subsequent negotiations with DCYF focused on the appropriate level, phasing and duration of funding to help you launch the program. (See *Section 4.2, Description of payment system* for more information on start-up funding). Please include a brief explanation of and rationale for start-up costs in your Budget Narrative, including the anticipated length of time to launch services and scale to full capacity for the program. To help you complete this start-up costs template, see



below for additional guidance on potential costs to consider. In addition, we recommend seeking information from MST Services to support your start-up and implementation planning.

Additional guidance on start-up costs	
<ul style="list-style-type: none">○ Example list of potential start-up costs and considerations based in part on feedback from the RFI:<ul style="list-style-type: none">○ Initial MST-specific costs to begin implementing the model (including first few months of license or other fees, initial training, etc.)○ A push on initial recruitment, hiring, and onboarding costs (e.g., staff, materials, signing bonuses) that may not be incurred at the same level on an ongoing basis○ Staff costs associated with initial program planning and implementation that may not be incurred at the same level on an ongoing basis○ Initial payment due at signing for new facilities and/or monthly rental/lease/mortgage costs for initial start-up period○ Start-up costs may include a mix of ongoing costs that are reflected in the per diem rate budget template (tab 2) and associated staffing sheet (tab 3) and one-time costs you anticipate that are not built into the core rate moving forward. Therefore, we encourage you to consider start-up costs as you complete the other tabs to ensure appropriate consistency.○ To support your organization in identifying some of these start-up costs, this section of the budget template provides some high-level categories and sub-categories for potential costs based on input from the RFI. There is also an “other” item within each category which you can use to include any costs that you identify but the department has not anticipated. While the department is conscious that some organizations will have different ways of categorizing costs, we ask that you use the categories provided in the budget and the “other” rows to support comparability across proposals.	

4. FINANCE:

4.1. Financial Standards:

The Department anticipates using Federal and General funds for the resulting contract(s). The Department may choose to modify the source of funding contingent upon the availability of funds at the time of the award. Currently, DHHS anticipates funding MST through the State of New Hampshire General Funds and Medicaid; however, contract amendments may be required if future federal funding is utilized.

A note on Medicaid: The selected vendor(s) will be required to obtain and/or maintain the necessary certifications to bill NH Medicaid. Vendors will also be required to bill Medicaid in a manner consistent with DCYF billing practices. Please note that the DCYF process for billing Medicaid differs from other NH DHHS Medicaid processes such as Fee for Service. In particular, the DCYF process requires vendors to bill DCYF, rather than the DHHS Medicaid Fee for Service program, directly. Details about this process will be further detailed in the final contract.

4.2. Description of payment system

The following subsection provides an overview of the payment structure provided by DCYF, including start-up funding, the daily rate, and flexible funding for families enrolled in MST. Please note, DHHS reserves the right to negotiate all aspects of this payment structure as part of vendor negotiations, including, but not limited to: the amount of funds and payment structure of this payment system.



Start-up funding: The purpose of start-up funding is to support your organization as you launch your MST program. DCYF anticipates that such initial start-up periods will require funding to make key early investments such as, but not limited to: hiring program managers and frontline workers, costs associated with licensing MST, train workers on the EBP, investments in overheads that support Medicaid billing compliance, and/or lease an office space. While proposers are asked to submit Appendix F, Budget Template and Staffing Sheet and Appendix E, Budget Narrative, for their start-up needs as part of their proposal, DHHS reserves the right to negotiate both the dollar value of start-up funding and the structure start-up payment mechanism as part of negotiations with the vendor.

Per Diem Rate: The purpose of the per diem or “daily rate” is to fund the on-going delivery of MST once the start-up and early stages of delivering MST have concluded. The corresponding section of the budget calculates a per diem rate based on the budget entries and scope of work (e.g., how many slots you are proposing to serve, etc.). Amounts will be calculated based on DCYF billing procedures and paid on a monthly basis. The budget template provided calculates this rate automatically; however, please note that the rate generated by the budget template is primarily meant to support the score team’s evaluation of cost proposals. The final rate established in the contract will be finalized as part of the budget negotiations with selected vendors. Therefore, DHHS reserves the right to negotiate all aspects of the per diem rate, including the total dollar value, the calculation (e.g., formula) and key assumptions.

Flexible funding: DCYF has chosen to provide flexible funding worth \$100 per family as part of this contract. DCYF will negotiate the precise terms of the flexible funding payment as part of contract negotiations. Vendors do not need to include flexible funds in their budget proposal but must respond to all questions regarding flexible funds in their technical proposal.

5. COMPLIANCE:

5.1. General Compliance

- 5.1.1 Contractor(s) must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.
- 5.1.2 The selected Contractor must meet all information security and privacy requirements as set by the Department.
- 5.1.3 The selected Contractor must maintain the following records during the resulting contract term where appropriate and as prescribed by the Department:
 - 5.1.3.1 Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 5.1.3.2 All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 5.1.3.3 Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records



regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

5.1.3.4 Medical records on each patient/recipient of services.

5.1.3.5 During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

5.2 Credits and Copyright Ownership

5.2.1 All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

5.2.2 All written, video and audio materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.

5.2.3 The Department will retain copyright ownership for any and all original materials produced, including, but not limited to:

5.2.3.1 Brochures.

5.2.3.2 Resource directories.

5.2.3.3 Protocols.

5.2.3.4 Guidelines.

5.2.3.5 Posters.

5.2.3.6 Reports.

5.2.4 The selected Contractor(s) shall not reproduce any materials produced under the contract without prior written approval from the Department.

5.2.5 Culturally and Linguistically Appropriate Services

5.2.5.1 The Department is committed to reducing health disparities in New Hampshire and recognizes that culture and language can have a considerable impact on how individuals access and respond to health and human services. Culturally and linguistically diverse populations experience barriers in their efforts to access services. As a result, Department is strongly committed to providing culturally and linguistically competent programs and services for its clients, and as a means of ensuring access to



New Hampshire Department of Health and Human Services Multi-Systemic Therapy (MST) for NH DCYF

quality care for all. As part of that commitment, Department continuously strives to improve existing programs and services, and to bring them in line with current best practices.

- 5.2.5.2 The Department requires all Contractors and sub-recipients to provide culturally and linguistically appropriate programs and services in compliance with all applicable federal civil rights laws, which may include: Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and the Rehabilitation Act of 1973. Collectively, these laws prohibit discrimination on the grounds of race, color, national origin, disability, age, sex, and religion.
- 5.2.5.3 There are numerous resources available to help recipients increase their ability to meet the needs of culturally, racially and linguistically diverse clients. Some of the main information sources are listed in the Bidder's Reference Guide for Completing CLAS Section of the RFP, and, in the Vendor/RFP section of the Department's website.
- 5.2.5.4 A key Title VI guidance is the National Standards for Culturally and Linguistically Appropriate Services in Health Care (CLAS Standards), developed by the U.S. Department of Health and Human Services in 2000. The CLAS Standards provide specific steps that organizations may take to make their services more culturally and linguistically appropriate. The enhanced CLAS standards, released in 2013, promote effective communication not only with persons with Limited English Proficiency, but also with persons who have other communication needs. The enhanced Standards provide a framework for organizations to best serve the nation's increasingly diverse communities.
- 5.2.5.5 Contractors are expected to consider the need for language services for individuals with Limited English Proficiency as well as other communication needs, served or likely to be encountered in the eligible service population, both in developing their budgets and in conducting their programs and activities.
- 5.2.5.6 Successful Contractors will be:
 - 5.2.5.6.1 Required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within ten (10) days of the date the contract is approved by Governor and Council; and
 - 5.2.5.6.2 Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, which can be found in the Vendor/RFP section of the Department's website.
- 5.2.5.7 The guidance that accompanies Title VI of the Civil Rights Act of 1964 requires recipients to take reasonable steps to ensure meaningful access to their programs and services by persons with Limited English Proficiency (LEP persons). The extent of an organization's obligation to provide LEP services is based on an individualized assessment involving the balancing of four factors:
 - 5.2.5.7.1 The number or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program or services (this includes minor children served by the program who have LEP parent(s) or guardian(s) in need of language assistance);
 - 5.2.5.7.2 The frequency with which LEP individuals come in contact with the program, activity or service;



New Hampshire Department of Health and Human Services Multi-Systemic Therapy (MST) for NH DCYF

- 5.2.5.7.3 The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service; and
 - 5.2.5.7.4 The resources available to the organization to provide language assistance.
 - 5.2.5.8 Contractors are required to complete the TWO (2) steps listed in the Appendix C to this RFP, as part of their Proposal. Completion of these two items is required not only because the provision of language and/or communication assistance is a longstanding requirement under the Federal civil rights laws, but also because consideration of all the required factors will help inform Vendors' program design, which in turn, will allow Vendors to put forth the best possible Proposal.
 - 5.2.5.9 For guidance on completing the two steps in Appendix C, please refer to Proposer's Reference for Completing the CLAS Section of the RFP, which is posted on the Department's website. <http://www.dhhs.nh.gov/business/forms.htm>.
- 5.2.6 Audit Requirements
 - 5.2.6.1 The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 5.2.6.1.1 Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 5.2.6.1.2 Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 5.2.6.1.3 Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 5.2.6.2 If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 5.2.6.3 If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 5.2.6.4 Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
 - 5.2.6.5 In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

5.3 Contract Monitoring Provisions



**New Hampshire Department of Health and Human Services
Multi-Systemic Therapy (MST) for NH DCYF**

- 5.3.1 All Contractors must complete Appendix B, Contract Monitoring Provisions.
- 5.3.2 The Department will use Vendor responses to conduct a risk assessment to determine if enhanced contract monitoring is necessary if the Vendor is awarded a contract. The risk assessment will not be used to disqualify or score Proposals.

6. PROPOSAL PROCESS:

6.1 Contact Information – Sole Point of Contact

- 6.1.1 The sole point of contact, the Contract Specialist, relative to the proposal process for this RFP, from the RFP issue date until the selection of a Proposer, and approval of the resulting contract by the Governor and Executive Council is:
State of New Hampshire
Department of Health and Human Services
Jennifer Hackett, Administrator I
Bureau of Contracts & Procurements
129 Pleasant Street
Concord, New Hampshire 03301
Email: Jennifer.Hackett@dhhs.nh.gov
Phone: 603-271-9605
- 6.1.2 From the date of release of this RFP until an award is made and announced regarding the selection of a Proposer, all communication with personnel employed by or under contract with the Department regarding this RFP is prohibited unless first approved by the RFP Sole Point of Contact listed in Section 6.1.1, herein. Department employees have been directed not to hold conferences and/or discussions concerning this RFP with any potential Contractor during the selection process, unless otherwise authorized by the RFP Sole Point of Contact. Proposers may be disqualified for violating this restriction on communications

6.2 Procurement Timetable

All times are according to Eastern Time. DHHS reserves the right to modify these dates at its sole discretion.		
Item	Action	Date
1.	Release RFP	January 14, 2021
2.	RFP Vendor Conference (optional)	January 20, 2021
3.	Information Session by MST Services, LLC (optional, recorded)	January 21, 2021
4.	RFP Questions Submission Deadline	January 25, 2021 at 2:00 PM
5.	Department Response to Questions Published	February 5, 2021
6.	Proposal Submission Deadline	February 25, 2021 at 11:59 PM

6.3 Questions and Answers

- 6.3.1 Proposer's Questions



New Hampshire Department of Health and Human Services Multi-Systemic Therapy (MST) for NH DCYF

- 6.3.1.1 All questions about this RFP including, but not limited to, requests for clarification, additional information or any changes to the RFP must be made in writing, by email only, citing the RFP page number and part or subpart, and submitted to the Contract Specialist identified in Subsection 6.1.
- 6.3.1.2 The Department may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.
- 6.3.1.3 The questions must be submitted by email; however, the Department assumes no liability for ensuring accurate and complete email transmissions.
- 6.3.1.4 Questions must be received by the Department by the deadline given in Subsection 6.2, Procurement Timetable.
- 6.3.2 Vendor's Conference
 - 6.3.2.1 The Vendors Conference will be held on the date specified in Section 6.2, Procurement Timetable, via the digital communications platform Zoom. The conference will serve as an opportunity for Vendors to observe a presentation that will cover information also presented in the RFP and provide technical assistance on the technical and cost proposals and submission process. The Vendors will be given an opportunity to ask questions prior to the Conference by submitting the questions in accordance to Section 6.3.1 Proposer Questions, to the Contract Specialist specified in Section 6.1. The conference will also allow available time for question and answer time periods during the presentation.
 - 6.3.2.2 Attendance at the Vendors Conference is not mandatory but is highly recommended. Vendors, good faith potential vendors and their representatives interested in attending the Vendors Conference must RSVP by the date identified in Section 6.2, Procurement Timetable at the following web address: <https://nh-dhhs.zoom.us/meeting/register/tJIsf-qtqzIqEtK8z142HgwC08iQ35Ey08KK>. All attendees will be required to register and disclose their affiliation. A step-by-step guide for how to register for the Vendors Conference is provided in Appendix H, Proposal Checklist.
 - 6.3.2.3 The Vendors Conference will not be recorded, however, the presentation materials from the meeting and a FAQ document will be posted on the date specified in Section 6.2, Procurement Timetable.
- 6.3.3 Department Answers
 - 6.3.3.1 The Department intends to issue responses to properly submitted questions by the deadline specified in Subsection 6.2, Procurement Timetable. All oral answers given are non-binding. Written answers to questions received will be posted on the Department's website at (<http://www.dhhs.nh.gov/business/rfp/index.htm>). Vendors will be sent an email to the contact identified in the Letters of Intent indicating that the Questions and Answers have been posted on the Department's website. This date may be subject to change at the Department's discretion.

6.4 Exceptions

- 6.4.1 The Department will require the successful Proposer to execute a contract using the Form P-37, General Provisions and Standard Exhibits, which are attached as Appendix A. To the extent that a Vendor believes that exceptions to Appendix A will be necessary for the Vendor to enter into a



New Hampshire Department of Health and Human Services Multi-Systemic Therapy (MST) for NH DCYF

Contract, the Vendor must note those issues during the RFP Question Period in Subsection 6.2. Proposers may not request exceptions to the Scope of Services or any other sections of this RFP.

- 6.4.2 The Department will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion.
- 6.4.3 If the Department accepts a Proposer's exception, the Department will, at the conclusion of the RFP Question Period, provide notice to all potential Contractors of the exceptions that have been accepted and indicate that exception is available to all potential Contractors by publication of the Department's answers on or about the date indicated in Subsection 6.2.
- 6.4.4 Any exceptions to the standard form contract and exhibits that are not raised by a Proposer during the RFP Question Period will not be considered. In no event is a Vendor to submit its own standard contract terms and conditions as a replacement for the Department's terms in response to this solicitation.

6.5 RFP Amendment

- 6.5.1 The Department reserves the right to amend this RFP, as it deems appropriate prior to the Proposal Submission Deadline on its own initiative or in response to issues raised through Proposer questions. In the event of an amendment to the RFP, the Department, at its sole discretion, may extend the Proposal Submission Deadline. Proposers who submitted a Letter of Intent will receive notification of the amendment, and the amended language will be posted on the Department's website.

6.6 Proposal Submission

- 6.6.1 Proposals must be submitted electronically to contracts@dhhs.nh.gov and the Contract Specialist at the email address specified in Subsection 6.1.
 - 6.6.1.1 The subject line must include the following information: RFP-2021-DCYF-04-MULTI (email xx of xx).
 - 6.6.1.2 The maximum size of file attachments per email is 10 MB. Proposals with file attachments exceeding 10 MB must be submitted via multiple emails.
- 6.6.2 The Department must receive the Proposal by the time and date specified in the Procurement Timetable in Section 6 and in the manner specified or it may be rejected as non-compliant, unless waived by the Department as a non-material deviation.
- 6.6.3 The Department will conduct an initial screening step to verify Proposer compliance with the submissions requirements of this RFP. The Department may waive or offer a limited opportunity for a Proposer to cure immaterial deviations from the RFP requirements if it is deemed to be in the best interest of the Department.
- 6.6.4 Late submissions that are not accepted will remain unopened. Disqualified submissions will be discarded. Submission of the Proposals shall be at the Proposer's expense.

6.7 Non-Collusion

- 6.7.1 The Proposer's required signature on the Transmittal Cover Letter for a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and services quoted have been established without collusion with other vendors and without effort to preclude the Department from obtaining the best possible competitive proposal.

6.8 Collaborative Proposals



New Hampshire Department of Health and Human Services Multi-Systemic Therapy (MST) for NH DCYF

- 6.8.1 Proposals must be submitted by one organization. Any collaborating organization must be designated as a subcontractor subject to the terms of Appendix A, P-37 General Provisions and Standard Exhibits.

6.9 Validity of Proposals

- 6.9.1 Proposals must be valid for one hundred and eighty (180) days following the deadline for submission in the Procurement Timetable above in Subsection 6.2, or until the Effective Date of any resulting Contract, whichever is later.

6.10 Property of Department

- 6.10.1 All material property submitted and received in response to this RFP will become the property of the Department and will not be returned to the Proposer. The Department reserves the right to use any information presented in any Proposal provided that its use does not violate any copyrights or other provisions of law.

6.11 Proposal Withdrawal

- 6.11.1 Prior to the Proposal Submission Deadline specified in Subsection 6.2, Procurement Timetable, a submitted Letter of Intent or Proposal may be withdrawn by submitting a written request for its withdrawal to the Contract Specialist specified in Subsection 6.1.

6.12 Public Disclosure

- 6.12.1 Pursuant to RSA 21-G:37, the content of responses to this RFP must remain confidential until the Governor and Executive Council have awarded a contract. At the time of receipt of Proposals, the Department will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the Department of Administrative Services pursuant to this RFP, the Department will post the name, rank or score of each Proposer. The Proposer's disclosure or distribution of the contents of its Proposal, other than to the Department, will be grounds for disqualification at the Department's sole discretion.
- 6.12.2 The content of each Proposal and addenda thereto will become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of a Proposal in response to this RFP may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (www.nh.gov/transparentnh/). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.
- 6.12.3 Insofar as a Proposer seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Proposer must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. This must be done by separate letter identifying by page number and Proposal section the specific information the Vendor claims to be exempt from public disclosure pursuant to RSA 91-A:5. The Proposer is strongly encouraged to provide a redacted copy of their Proposal.
- 6.12.4 Each Proposer acknowledges that the Department is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. The Department shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to New Hampshire RSA Chapter 91-A. In the event the Department receives a



New Hampshire Department of Health and Human Services Multi-Systemic Therapy (MST) for NH DCYF

request for the information identified by a Proposer as confidential, the Department shall notify the Proposer and specify the date the Department intends to release the requested information. Any effort to prohibit or enjoin the release of the information shall be the Proposer's responsibility and at the Proposer's sole expense. If the Proposer fails to obtain a court order enjoining the disclosure, the Department may release the information on the date the Department specified in its notice to the Proposer without incurring any liability to the Proposer.

6.13 Non-Commitment

- 6.13.1 Notwithstanding any other provision of this RFP, this RFP does not commit the Department to award a contract. The Department reserves the right to reject any and all Proposals or any portions thereof, at any time and to cancel this RFP and to solicit new Proposals under a new procurement process.

6.14 Liability

- 6.14.1 By submitting a Proposal in response to this RFP, a Proposer agrees that in no event shall the Department be either responsible for or held liable for any costs incurred by a Proposer in the preparation or submittal of or otherwise in connection with a Proposal, or for work performed prior to the Effective Date of a resulting contract.

6.15 Request for Additional Information or Materials

- 6.15.1 The Department may request any Proposer to provide additional information or materials needed to clarify information presented in the Proposal. Such a request will be issued in writing and will not provide a Proposer with an opportunity to change, extend, or otherwise amend its Proposal in intent or substance.

6.16 Oral Presentations and Discussions

- 6.16.1 The Department reserves the right to require some or all Proposers to make oral presentations of their Proposal. The purpose of the oral presentation is to clarify and expound upon information provided in the written Proposal. Proposers are prohibited from altering the original substance of their Proposals during the oral presentations. The Department will use the information gained from oral presentations to refine the technical review scores. Any and all costs associated with an oral presentation shall be borne entirely by the Proposer.

6.17 Successful Proposer Notice and Contract Negotiations

- 6.17.1 If a Proposer is selected, the Department will send written notification of their selection and the Department's desire to enter into contract negotiations. Until the Department successfully completes negotiations with the selected Proposer(s), all submitted Proposals remain eligible for selection by the Department. In the event contract negotiations are unsuccessful with the selected Proposer(s), the evaluation team may recommend another Proposer(s). The Department will not contact Proposer(s) that are not initially selected to enter into contract negotiations.

6.18 Scope of Award and Contract Award Notice

- 6.18.1 The Department reserves the right to award a service, part of a service, group of services, or total Proposal and to reject any and all Proposals in whole or in part. A contract award is contingent on approval by the Governor and Executive Council.



- 6.18.2 If a contract is awarded, the Contractor must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award.

6.19 Site Visits

- 6.19.1 The Department may, at its sole discretion, at any time prior to contract award, conduct a site visit at the Proposer's location or at any other location deemed appropriate by the Department, to determine the Proposer's capacity to satisfy the terms of this RFP. The Department may also require the Proposer to produce additional documents, records, or materials relevant to determining the Proposer's capacity to satisfy the terms of this RFP. Any and all costs associated with any site visit or requests for documents shall be borne entirely by the Proposer.

6.20 Protest of Intended Award

- 6.20.1 Any challenge of an award made or otherwise related to this RFP shall be governed by RSA 21-G:37, and the procedures and terms of this RFP. The procedure set forth in RSA 21-G:37, IV, shall be the sole remedy available to challenge any award resulting from this RFP. In the event that any legal action is brought challenging this RFP and selection process, outside of the review process identified in RSA 21-G:37, IV, and in the event that the State of New Hampshire prevails, the challenger agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

6.21 Contingency

- 6.21.1 Aspects of the award may be contingent upon changes to state or federal laws and regulations.

6.22 Ethical Requirements

- 6.22.1 From the time this RFP is published until a contract is awarded, no Proposer shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any Proposer that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Proposer who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from submitting a Proposal to this RFP, or similar request for submission and every such Proposer shall be disqualified from submitting any Proposal or similar request for submission issued by any state organization. A Proposer that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services, which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

7. PROPOSAL OUTLINE AND REQUIREMENTS:

7.1 Presentation and Identification

7.1.1 Overview

- 7.1.1.1 Acceptable Proposals must offer all services identified in Section 2 – Statement of Work, unless an allowance for partial scope of specifically described in Section 2.



- 7.1.1.2 Proposals must be submitted electronically as specified in Subsection 6.7.
- 7.1.1.3 Proposers must submit a separate electronic document for the Technical Proposal and a separate electronic document for the Cost Proposal.
- 7.1.1.4 Fax or hard copies will not be accepted.

7.2 Outline and Detail

7.2.1 Proposal Contents- Outline

7.2.1.1 The Transmittal Cover Letter must:

- 7.2.1.1.1 Be on the Proposer's company letterhead.
- 7.2.1.1.2 Be signed by an individual who is authorized to bind the company to all statements, including services and prices contained in the Proposal.
- 7.2.1.1.3 Contain the following:
 - 7.2.1.1.4 Identify the submitting organization;
 - 7.2.1.1.5 Identify the name, title, mailing address, telephone number and email address of the person authorized by the organization to contractually obligate the organization;
 - 7.2.1.1.6 Identify the name, title, mailing address, telephone number and email address of the fiscal agent of the organization;
 - 7.2.1.1.7 Identify the name, title, telephone number, and e-mail address of the person who will serve as the Vendor's representative for all matters relating to the RFP;
 - 7.2.1.1.8 Acknowledge that the Proposer has read this RFP, understands it, and agrees to be bound by its requirements;
 - 7.2.1.1.9 Explicitly state acceptance of terms, conditions, and general instructions stated in Section 8 Mandatory Business Specifications;
 - 7.2.1.1.10 Confirm that Appendix A P-37 General Provisions and Standard Exhibits has been read and is understood;
 - 7.2.1.1.11 Explicitly state that the Proposal is valid for one hundred and eighty (180) days following the deadline for submission in the Procurement Timetable above in Subsection 6.2, or until the Effective Date of any resulting Contract, whichever is later;
 - 7.2.1.1.12 Include the date that the Proposal was submitted.
 - 7.2.1.1.13 General company overview;
 - 7.2.1.1.14 Ownership and subsidiaries;
 - 7.2.1.1.15 Company background and primary lines of business;
 - 7.2.1.1.16 Number of employees;
 - 7.2.1.1.17 Headquarters and satellite locations;
 - 7.2.1.1.18 Current project commitments;



New Hampshire Department of Health and Human Services Multi-Systemic Therapy (MST) for NH DCYF

7.2.1.1.19 Major government and private sector clients;

7.2.1.1.20 Mission Statement;

7.2.1.1.21 The programs and activities of the company;

7.2.1.1.22 The number of people served;

7.2.1.1.23 Company accomplishments;

7.2.1.2 New Hampshire Certificate of Good Standing

7.2.1.2.1 The Department requires every Contractor to acquire a Certificate of Good Standing or assurance of obtaining registration with the New Hampshire Office of the Secretary of State.

7.2.1.3 Affiliations – Conflict of Interest

7.2.1.3.1 The Proposer must include a statement regarding any and all affiliations that might result in a conflict of interest. Explain the relationship and how the affiliation would not represent a conflict of interest.

7.2.1.4 Required Attachments

7.2.1.4.1 The following are required statements that must be included with the Proposal. The Proposer must complete the correlating forms found in the RFP Appendices and submit them as the “Required Attachments” section of the Proposal.

7.2.1.5 Appendix C, CLAS Requirements.

7.2.1.6 Proposer’s References

7.2.1.6.1 The Proposal must include relevant information about at least three (3) similar or related contracts or subcontracts awarded to the Vendor. Particular emphasis should be placed on previous contractual experience with government agencies. The Department reserves the right to contact any reference identified. The information must contain the following:

7.2.1.6.1.1 Name, address, telephone number, and website of the customer;

7.2.1.6.1.2 A description of the work performed under each contract;

7.2.1.6.1.3 A description of the nature of the relationship between the Vendor and the customer;

7.2.1.6.1.4 Name and contact information of the person whom the Department can contact; and

7.2.1.6.1.5 Dates of performance.

7.2.2 Technical Proposal Contents

7.2.2.1 Appendix D, Technical Proposal

7.2.2.1.1 The Proposer must answer all questions and must include all items requested for the Proposal to be considered.

7.2.2.1.2 The Proposer must use the digital template available (Appendix D, Technical Proposal Template).



7.2.3 Cost Proposal Contents

7.2.3.1 The following are required statements that must be included with the Proposal. The Proposer must complete the correlating forms found in the RFP Appendices and submit them as the “Required Attachments” section of the Proposal.

7.2.3.1.1 Appendix B, Contract Monitoring Provisions and requested documentation within

7.2.3.1.2 Appendix E, Budget Narrative

7.2.3.1.3 Appendix F, Budget Template and Staffing Sheet

8. MANDATORY BUSINESS SPECIFICATIONS:

8.1 Contract Terms, Conditions and Liquidated Damages, Forms

8.1.1 Contract Terms and Conditions

8.1.1.1 The State of New Hampshire sample contract is attached. The Proposer must agree to contractual requirements as set forth in the Appendix A, P-37 General Provisions and Standard Exhibits.

8.2 Liquidated Damages

8.2.1 The Department may negotiate with the awarded vendor to include liquidated damages in the Contract in the event any deliverables are not met.

8.2.2 The Department and the Vendor agree that the actual damages that the Department will sustain in the event the Vendor fails to maintain the required performance standards throughout the life of the contract will be uncertain in amount and difficult and impracticable to determine. The Vendor acknowledges and agrees that any failure to achieve required performance levels by the Contractor will more than likely substantially delay and disrupt the Department’s operations. Therefore, the parties agree that liquidated damages may be determined as part of the contract specifications.

8.2.3 Assessment of liquidated damages may be in addition to, and not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages applicable to any given incident.

8.2.4 The Department may determine compliance and assessment of liquidated damages as often as it deems reasonable necessary to ensure required performance standards are met. Amounts due the Department as liquidated damages may be deducted by the Department from any fees payable to the Contractor and any amount outstanding over and above the amounts deducted from the invoice will be promptly tendered by check from the Contractor to the Department.

9. ADDITIONAL INFORMATION:

Appendix A - Form P-37 General Provisions and Standard Exhibits

Appendix B – Contract Monitoring Provisions

Appendix C – CLAS Requirements

Appendix D – Technical Application

Appendix E – Budget Narrative

Appendix F – Budget Template and Staffing Sheet



New Hampshire Department of Health and Human Services
Multi-Systemic Therapy (MST) for NH DCYF

Appendix G – MST Services LLC. Program Development & Support Fee Schedule
Appendix H - Application Checklist

Do Not Return

Subject: _____

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name 		1.4 Contractor Address 	
1.5 Contractor Phone Number () -	1.6 Account Number 	1.7 Completion Date Select a Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature <div style="text-align: right;">Date:</div>		1.12 Name and Title of Contractor Signatory 	
1.13 State Agency Signature <div style="text-align: right;">Date:</div>		1.14 Name and Title of State Agency Signatory 	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) <div style="display: flex; justify-content: space-between;"> By: Director, On: </div>			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) <div style="display: flex; justify-content: space-between;"> By: On: </div>			
1.17 Approval by the Governor and Executive Council (if applicable) <div style="display: flex; justify-content: space-between;"> G&C Item number: G&C Meeting Date: </div>			

Do Not Return

 Contractor Initials _____
 Date _____

Do Not Return

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference (“Services”).

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State’s representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer’s decision shall be final for the State.

Do Not Return

Contractor Initials _____

Date _____

Do Not Return**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Do Not Return

Contractor Initials _____

Date _____

Do Not Return

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

Do Not Return

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Do Not Return

New Hampshire Department of Health and Human Services



Exhibit A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1 – Revisions to Form P-37, General Provisions

1.1 Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3 Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

Do Not Return

Exhibit A - Revisions to Standard Contract Provisions

Contractor Initials _____

Date _____

Do Not Return

New Hampshire Department of Health and Human Services



EXHIBIT B

Scope of Services

To be drafted in accordance with the selected Vendor’s proposal, as negotiated with the Department through the procurement process.

Do Not Return

Contractor Initials _____

Vendor Name

Page 1 of 1

Date _____

Do Not Return

New Hampshire Department of Health and Human Services



EXHIBIT C

Payment Terms

To be drafted in accordance with the selected Vendor’s proposal, as negotiated with the Department through the procurement process.

VENDOR NAME

Exhibit C

Contractor Initials _____

Do Not Return

Page 1 of 1

Date _____

Rev. 01/08/19

Do Not Return

**New Hampshire Department of Health and Human Services
Exhibit D**



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Do Not Return

Do Not Return**New Hampshire Department of Health and Human Services
Exhibit D**

- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name:

Date

Name:
Title:

Do Not Return

Vendor Initials _____

Date _____

Do Not Return**New Hampshire Department of Health and Human Services
Exhibit E****CERTIFICATION REGARDING LOBBYING**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
 US DEPARTMENT OF EDUCATION - CONTRACTORS
 US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name: _____

Date

Name:
Title:

Do Not Return

Exhibit E – Certification Regarding Lobbying

Vendor Initials _____

Do Not Return**New Hampshire Department of Health and Human Services
Exhibit F**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Do Not Return

Do Not Return**New Hampshire Department of Health and Human Services
Exhibit F**

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name: _____

Date_____
Name:
Title:**Do Not Return**

Do Not Return

**New Hampshire Department of Health and Human Services
Exhibit G**



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Do Not Return

Exhibit G

Vendor Initials _____

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections

6/27/14
Rev. 10/21/14

Page 1 of 2

Date _____

Do Not Return**New Hampshire Department of Health and Human Services
Exhibit G**

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name: _____

Date_____
Name:
Title:**Do Not Return**

Exhibit G

Vendor Initials _____

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections

6/27/14
Rev. 10/21/14

Page 2 of 2

Date _____

Do Not Return

**New Hampshire Department of Health and Human Services
Exhibit H**



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name:

Date

Name:
Title:

Do Not Return

Vendor Initials _____

Date _____

Do Not Return

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT **BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

Do Not Return
3/2014

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 1 of 6

Contractor Initials _____

Date _____

Do Not Return

New Hampshire Department of Health and Human Services



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
- I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Do Not Return
3/2014

Contractor Initials _____

Date _____

Do Not Return

New Hampshire Department of Health and Human Services



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

Do Not Return
3/2014

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 3 of 6

Contractor Initials _____

Date _____

Do Not Return

New Hampshire Department of Health and Human Services



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Do Not Return
3/2014

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 4 of 6

Contractor Initials _____

Date _____

Do Not Return

New Hampshire Department of Health and Human Services



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

Do Not Return
3/2014

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 5 of 6

Contractor Initials _____

Date _____

Do Not Return

New Hampshire Department of Health and Human Services



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

The State

Name of the Contractor

Signature of Authorized Representative

Signature of Authorized Representative

Name of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Title of Authorized Representative

Date

Date

Do Not Return
3/2014

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 6 of 6

Contractor Initials _____

Date _____

Do Not Return

**New Hampshire Department of Health and Human Services
Exhibit J**



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: _____

Date

Name:
Title:

Do Not Return

Do Not Return**New Hampshire Department of Health and Human Services
Exhibit J****FORM A**

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: _____
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

_____ NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

Do Not Return

Do Not Return

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

Do Not Return

V5. Last update 10/09/18

Exhibit K
DHHS Information
Security Requirements
Page 1 of 9

Contractor Initials _____

Date _____

Do Not Return

New Hampshire Department of Health and Human Services**Exhibit K****DHHS Information Security Requirements**

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

Do Not Return

V5. Last update 10/09/18

Exhibit K
DHHS Information
Security Requirements
Page 2 of 9

Contractor Initials _____

Date _____

Do Not Return

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

Do Not Return

V5. Last update 10/09/18

Exhibit K
DHHS Information
Security Requirements
Page 3 of 9

Contractor Initials _____

Date _____

Do Not Return

New Hampshire Department of Health and Human Services**Exhibit K****DHHS Information Security Requirements**

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

Do Not Return

V5. Last update 10/09/18

Exhibit K
DHHS Information
Security Requirements
Page 4 of 9

Contractor Initials _____

Date _____

Do Not Return

New Hampshire Department of Health and Human Services**Exhibit K****DHHS Information Security Requirements**

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

Do Not Return

V5. Last update 10/09/18

Exhibit K
DHHS Information
Security Requirements
Page 5 of 9

Contractor Initials _____

Date _____

Do Not Return

New Hampshire Department of Health and Human Services**Exhibit K****DHHS Information Security Requirements**

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

Do Not Return

V5. Last update 10/09/18

Exhibit K
DHHS Information
Security Requirements
Page 6 of 9

Contractor Initials _____

Date _____

Do Not Return

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

Do Not Return

V5. Last update 10/09/18

Exhibit K
DHHS Information
Security Requirements
Page 7 of 9

Contractor Initials _____

Date _____

Do Not Return

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

Do Not Return

V5. Last update 10/09/18

Exhibit K
DHHS Information
Security Requirements
Page 8 of 9

Contractor Initials _____

Date _____

Do Not Return

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

Do Not Return

V5. Last update 10/09/18

Exhibit K
DHHS Information
Security Requirements
Page 9 of 9

Contractor Initials _____

Date _____

Appendix B Contract Monitoring Provisions

All vendors must complete and return pages 4 & 5, Management Questionnaire, and the required financial information as specified in Section 2.4, unless exempt.

1. Definitions

- 1.1. Department – NH Department of Health and Human Services (DHHS).
- 1.2. Vendors – non-state agency external entities with which the Department intends to enter into a legal agreement. Component units of the State shall be considered vendors (e.g., University of New Hampshire, Community College System of New Hampshire).
- 1.3. Subrecipients – vendors issued funds to provide goods or services on behalf of the Department to the public. In accordance with [2 CFR 200.330](#), characteristics which support the classification of a subrecipient include when the non-Federal entity:
 - 1.3.1. Determines who is eligible to receive what Federal assistance;
 - 1.3.2. Has its performance measured in relation to whether objectives of a Federal program were met;
 - 1.3.3. Has responsibility for programmatic decision making;
 - 1.3.4. Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
 - 1.3.5. In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the Department.
- 1.4. Contractors – vendors issued funds to provide goods or services to the Department. In accordance with [2 CFR 200.330](#), characteristics indicative of a contractor are when the vendor:
 - 1.4.1. Provides the goods and services within normal business operations;
 - 1.4.2. Provides similar goods or services to many different purchasers;
 - 1.4.3. Normally operates in a competitive environment;
 - 1.4.4. Provides goods or services that are ancillary to the operation of the Federal program; and
 - 1.4.5. Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

2. Vendor Identification and Risk Assessment

- 2.1. The Department shall identify **ALL** vendors receiving federal, general, or other funds as either a Subrecipient or a Contractor, as defined in Section 1, above and in 2 CFR 200.330.
- 2.2. The Department shall complete a risk assessment of Subrecipients to evaluate their risk of non-compliance with Federal and State statutes and regulations, as well as the terms and conditions of the contract.
- 2.3. The Department shall assess vendor programmatic risk utilizing the Management Questionnaire which addresses multiple factors that include, but are not limited to:
 - 2.3.1. Grant management experience.
 - 2.3.2. Documented history of non-performance or non-compliance.
 - 2.3.3. Audit findings.
 - 2.3.4. Recent personnel or system changes.

Appendix B Contract Monitoring Provisions

- 2.3.5. Adequacy of internal controls.
- 2.4. The Department shall also assess vendor risk of financial solvency using the following Statement of Vendor's Financial Condition:
 - 2.4.1. The vendor's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered by the Department as part of the risk assessment to determine if enhanced contract monitoring is required if a contract is awarded.
 - 2.4.2. Each vendor must submit audited financial statements for the four (4) most recently completed fiscal years. If your organization has not been established long enough to have four (4) audited financial statements, please send the total number of statements generated since the inception of your organization. Statements must include a report by an independent auditor that expresses an unqualified or qualified opinion as to whether the accompanying financial statements are presented fairly in accordance with generally accepted accounting principles.
 - 2.4.3. Complete financial statements must include the following:
 - 2.4.3.1. Opinion of Certified Public Accountant;
 - 2.4.3.2. Balance Sheet;
 - 2.4.3.3. Income Statement;
 - 2.4.3.4. Statement of Cash Flow;
 - 2.4.3.5. Statement of Stockholder's Equity of Fund Balance;
 - 2.4.3.6. Complete Financial Notes; and
 - 2.4.3.7. Consolidating and Supplemental Financial Schedules.
 - 2.4.4. A vendor, which is part of a consolidated financial statement, may file the audited consolidated financial statements if it includes the consolidating schedules as supplemental information. A vendor, which is part of a consolidated financial statement, but whose certified consolidated financial statements do not contain the consolidating schedules as supplemental information, shall, in addition to the audited consolidated financial statements, file unaudited financial statements for the vendor alone accompanied by a certificate of authenticity signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification which attests that the financial statements are correct in all material respects.
 - 2.4.5. If a vendor is not otherwise required by either state or federal statute to obtain a certification of audit of its financial statements, and thereby elects not to obtain such certification of audit, the vendor shall submit the following as part of its proposal:
 - 2.4.5.1. Uncertified financial statements; and
 - 2.4.5.2. A certificate of authenticity which attests that the financial statements are correct in all material respects and is signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification.
 - 2.4.6. Exemptions: The Department will not request audited financial statements from or perform Financial Risk Analyses for the following organizations:

Appendix B Contract Monitoring Provisions

2.4.6.1. The University and Community College Systems of NH. These organizations are component units of the State which is ultimately financially liable for them.

2.4.6.2. Political Subdivisions, which includes counties and municipalities.

3. Contract Monitoring

- 3.1. The Department shall determine if enhanced monitoring is necessary to address any risks identified through the risk assessment referenced in Section 2, above.
- 3.2. The Department shall incorporate contract monitoring procedures and activities into final contracts to address identified risks, which may include but are not limited to:
 - 3.2.1. Requesting vendors to provide fiscal reports and documentation behind reports to the Department for review.
 - 3.2.2. Reviewing vendor reporting processes and systems for data integrity.
 - 3.2.3. Performing file reviews to ensure vendor compliance with state and federal laws and rules in the administration of the contract.
 - 3.2.4. Conducting site visits to assess vendor compliance with applicable contract objectives and requirements.
 - 3.2.5. Reviewing vendor expenditure details to ensure all expenditures are allowable and in compliance with Federal and State laws and other applicable policies or rules.
 - 3.2.6. Providing targeted training or technical assistance to vendors.
 - 3.2.7. Reviewing monthly financial data to assess vendor financial solvency.
- 3.3. The Department shall conduct contract monitoring activities as specified in resulting contracts.

4. Vendor Disqualification

- 4.1. The Department reserves the right to disqualify vendors who refuse to complete and return the Management Questionnaire on Page 4 and 5 of Appendix B, Contract Monitoring or the financial information as specified in Section 2.4.
- 4.2. In the event that the Department disqualifies a vendor from selection, the vendor shall have no right to appeal the Department's decision. Any review shall be in accordance with NH. RSA 21-G:37, IV.

Appendix B Contract Monitoring Provisions

Management Questionnaire

All vendors must complete and return this Management Questionnaire along with the required financial information in Section 2.4, unless exempt.

	Question	YES	NO	N/A
1.	Was your organization established more than two years ago?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
2.	During the past 18 months, have you experienced staff turnover in positions that will be involved in the administration of the contract?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
3.	Have you managed the same or a similar contract or program during one of the last five (5) calendar years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
4.	Have you received federal funds from the Department through a contract during one of the last five (5) calendar years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
5.	Were you ever provided formal written notification from the Department that you were in non-compliance or failed to perform in accordance with contract provisions or requirements?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
6.	If you had a Single Audit performed in accordance with the Federal Uniform Guidance (2 CFR 200 subpart F (200.500)) by an external entity or an audit performed by a state or federal agency during the most recently completed fiscal year, did the audit include any findings?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
7.	Have you ever been required to return payments to the Department as a result of an audit, unallowable expenditure or any other reason?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
8.	Has your organization implemented a new accounting, financial, or programmatic IT system within the last two years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
9.	Are you aware of any ongoing or pending lawsuits filed against your organization or any investigations or inspections of your organization by any state or federal regulatory agency within the last two years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
10.	With Department approval, if you intend to subcontract a portion of the work under the resulting contract to another entity, do you have competitive bid procedures for purchases and personal services contracts compliant with state and federal regulations, laws, and rules?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
11.	With Department approval, if you intend to subcontract a portion of the work under the resulting contract to another entity, do you have written policies and procedures for subrecipient/contractor determinations, risk assessments, and subrecipient monitoring as required under Federal Uniform Guidance (2 CFR subpart D (200.300))?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

Appendix B Contract Monitoring Provisions

	Question	YES	NO	N/A
12.	Does your accounting system identify the receipt and expenditure of program funds separately by each contract or grant, and by line item categories?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
13.	Does your organization maintain a formal system of segregation of duties for procurement, time keeping, and bank statement reconciliation activities?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
14.	Do you have procedures to ensure expenditures are reviewed by an independent person* to determine that all expenditures are allowable under the terms of the contract as well as federal and state regulations, laws and rules?*	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
15.	Are time distribution records maintained for each employee performing contracted services that account for time spent working on the contract versus time spent on all other activities?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
16.	Does your financial system compare amounts spent to date with budgeted amounts for each award?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
17.	Does your accounting or financial system include budgetary controls to prevent incurring obligations in excess of total funds available for a grant or a cost category (e.g., personnel costs, equipment, travel)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
18.	Do you maintain written policy and procedures for all aspects of financial transactions and accounting related to time keeping, a record retention, procurement, and asset management that are compliant with Federal Uniform Guidance requirements (2 CFR subpart D (200.300))?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

*An independent person can be any individual within an organization or an outside third party, who verifies that an expenditure made by another person, is appropriate and in accordance with the terms of the contract. For example, one person would be responsible for making a purchase or authorizing payment and a second independent person verifies that funds were spent appropriately. If you do not have an independent person, please mark "No" for Question 14.

Marking No or N/A for any question on the Management Questionnaire does not preclude a Vendor from being selected.

I hereby declare that the answers provided in this Management Questionnaire are accurate and true to the best of my knowledge.

Signature

Printed Name and Job Title

Date

APPENDIX C

Addendum to CLAS Section of RFP for Purpose of Documenting Title VI Compliance

All DHHS applicants are required to complete the following two (2) steps as part of their application:

- (1) Perform an individualized organizational assessment, using the four-factor analysis, to determine the extent of language assistance to provide for programs, services and/or activities; and;
- (2) Taking into account the outcome of the four-factor analysis, respond to the questions below.

Background:

Title VI of the Civil Rights Act of 1964 and its implementing regulations provide that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program that receives Federal financial assistance. The courts have held that national origin discrimination includes discrimination on the basis of limited English proficiency. Any organization or individual that receives Federal financial assistance, through either a grant, contract, or subcontract is a covered entity under Title VI. Examples of covered entities include the NH Department of Health and Human Services and its contractors.

Covered entities are required to take reasonable steps to ensure **meaningful access** by persons with limited English proficiency (LEP) to their programs and activities. LEP persons are those with a limited ability to speak, read, write or understand English.

The **key** to ensuring meaningful access by LEP persons is effective communication. An agency or provider can ensure effective communication by developing and implementing a language assistance program that includes policies and procedures for identifying and assessing the language needs of its LEP clients/applicants, and that provides for an array of language assistance options, notice to LEP persons of the right to receive language assistance free of charge, training of staff, periodic monitoring of the program, and translation of certain written materials.

The Office for Civil Rights (OCR) is the federal agency responsible for enforcing Title VI. OCR recognizes that covered entities vary in size, the number of LEP clients needing assistance, and the nature of the services provided. Accordingly, covered entities have some flexibility in how they address the needs of their LEP clients. (In other words, it is understood that one size language assistance program does not fit all covered entities.)

The **starting point** for covered entities to determine the extent of their obligation to provide LEP services is to apply a four-factor analysis to their organization. It is important to understand that the flexibility afforded in addressing the needs of LEP clients **does not diminish** the obligation covered entities have to address those needs.

APPENDIX C

Examples of practices that may violate Title VI include:

- Limiting participation in a program or activity due to a person's limited English proficiency;
- Providing services to LEP persons that are more limited in scope or are lower in quality than those provided to other persons (such as when there is no qualified interpretation provided);
- Failing to inform LEP persons of the right to receive free interpreter services and/or requiring LEP persons to provide their own interpreter;
- Subjecting LEP persons to unreasonable delays in the delivery of services.

Applicant STEP #1 – Individualized Assessment Using Four-Factor Analysis

The four-factor analysis helps an organization determine the right mix of services to provide to their LEP clients. The right mix of services is based upon an individualized assessment, involving the balancing of the following four factors.

- (1) The **number** or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program;
- (2) The **frequency** with which LEP individuals come in contact with the program, activity or service;
- (3) The **importance** or impact of the contact upon the lives of the person(s) served by the program, activity or service;
- (4) The **resources** available to the organization to provide effective language assistance.

This addendum was created to facilitate an applicant's application of the four-factor analysis to the services they provide. At this stage, applicants are not required to submit their four-factor analysis as part of their application. **However, successful applicants will be required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within 10 days of the date the contract is approved by Governor and Council.** For further guidance, please see the Bidder's Reference for Completing the Culturally and Linguistically Appropriate Services (CLAS) Section of the RFP, which is available in the Vendor/RFP Section of the DHHS website.

APPENDIX C

Important Items to Consider When Evaluating the Four Factors.

Factor #1 The number or proportion of LEP persons served or encountered in the population that is eligible for the program.

Considerations:

- The eligible population is specific to the program, activity or service. It includes LEP persons serviced by the program, as well as those directly affected by the program, activity or service.
- Organizations are required not only to examine data on LEP persons served by their program, but also those in the community who are **eligible** for the program (but who are not currently served or participating in the program due to existing language barriers).
- Relevant data sources may include information collected by program staff, as well as external data, such as the latest Census Reports.
- Recipients are required to apply this analysis to each language in the service area. When considering the number or proportion of LEP individuals in a service area, recipients should consider whether the minor children their programs serve have LEP parent(s) or guardian(s) with whom the recipient may need to interact. It is also important to consider language minority populations that are eligible for the programs or services, but are not currently served or participating in the program, due to existing language barriers.
- An effective means of determining the number of LEP persons served is to record the preferred languages of people who have day-to-day contact with the program.
- It is important to remember that the **focus** of the analysis is on the lack of English proficiency, not the ability to speak more than one language.

Factor #2: The frequency with which LEP individuals come in contact with the program, activity or service.

- The more frequently a recipient entity has contact with individuals in a particular language group, the more likely that language assistance in that language is needed. For example, the steps that are reasonable for a recipient that serves an LEP person on a one-time basis will be very different from those that are expected from a recipient that serves LEP persons daily.
- Even recipients that serve people from a particular language group infrequently or on an unpredictable basis should use this four-factor analysis to determine what to do if an LEP person seeks services from their program.
- The resulting plan may be as simple as being prepared to use a telephone interpreter service.
- The key is to have a plan in place.

APPENDIX C

Factor #3 The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service.
<ul style="list-style-type: none">• The more important a recipient's activity, program or service, or the greater the possible consequence of the contact to the LEP persons, the more likely language services are needed.• When considering this factor, the recipient should determine both the importance, as well as the urgency of the service. For example, if the communication is both important and urgent (such as the need to communicate information about an emergency medical procedure), it is more likely that immediate language services are required. If the information to be communicated is important but not urgent (such as the need to communicate information about elective surgery, where delay will not have any adverse impact on the patient's health), it is likely that language services are required, but that such services can be delayed for a reasonable length of time.
Factor #4 The resources available to the organization to provide effective language assistance.
<ul style="list-style-type: none">• A recipient's level of resources and the costs of providing language assistance services is another factor to consider in the analysis.• Remember, however, that cost is merely one factor in the analysis. Level of resources and costs do not diminish the requirement to address the need, however they may be considered in determining how the need is addressed;• Resources and cost issues can often be reduced, for example, by sharing language assistance materials and services among recipients. Therefore, recipients should carefully explore the most cost-effective means of delivering quality language services prior to limiting services due to resource limitations.

APPENDIX C

Applicant STEP #2 - Required Questions Relating to Language Assistance Measures

Taking into account the four-factor analysis, please answer the following questions in the six areas of the table below. (**Do not** attempt to answer the questions until you have completed the four-factor analysis.) The Department understands that your responses will depend on the outcome of the four-factor analysis. The requirement to provide language assistance does not vary, but the measures taken to provide the assistance will necessarily differ from organization to organization.

1. IDENTIFICATION OF LEP PERSONS SERVED OR LIKELY TO BE ENCOUNTERED IN YOUR PROGRAM		
a. Do you make an effort to identify LEP persons served in your program? (One way to identify LEP persons served in your program is to collect data on ethnicity, race, and/or preferred language.)	Yes	No
b. Do you make an effort to identify LEP persons likely to be encountered in the population eligible for your program or service? (One way to identify LEP persons likely to be encountered is by examining external data sources, such as Census data)	Yes	No
c. Does you make an effort to use data to identify new and emerging population or community needs?	Yes	No
2. NOTICE OF AVAILABILITY OF LANGUAGE ASSISTANCE		
Do you inform all applicants / clients of their right to receive language / communication assistance services at no cost? (Or, do you have procedures in place to notify LEP applicants / clients of their right to receive assistance, if needed?) <u>Example:</u> One way to notify clients about the availability of language assistance is through the use of an "I Speak" card.	Yes	No
3. STAFF TRAINING		
Do you provide training to personnel at all levels of your organization on federal civil rights laws compliance and the procedures for providing language assistance to LEP persons, if needed?	Yes	No
4. PROVISION OF LANGUAGE ASSISTANCE		
Do you provide language assistance to LEP persons, free of charge, in a timely manner? (Or, do you have procedures in place to provide language	Yes	No

APPENDIX C

assistance to LEP persons, if needed) In general, covered entities are required to provide two types of language assistance: (1) oral interpretation and (2) translation of written materials. Oral interpretation may be carried out by contracted in-person or remote interpreters, and/or bi-lingual staff. <u>(Examples</u> of written materials you may need to translate include vital documents such as consent forms and statements of rights.)		
5. ENSURING COMPETENCY OF INTERPRETERS USED IN PROGRAM AND THE ACCURACY OF TRANSLATED MATERIALS		
a. Do you make effort to assess the language fluency of all interpreters used in your program to determine their level of competence in their specific field of service? (Note: A way to fulfill this requirement is to use certified interpreters only.)	Yes	No
b. As a general rule, does your organization avoid the use of family members, friends, and other untested individual to provide interpretation services?	Yes	No
c. Does your organization have a policy and procedure in place to handle client requests to use a family member, friend, or other untested individual to provide interpretation services?	Yes	No
d. Do you make an effort to verify the accuracy of any translated materials used in your program (or use only professionally certified translators)? (Note: Depending on the outcome of the four-factor analysis, N/A (Not applicable) may be an acceptable response to this question.	Yes	No
6. MONITORING OF SERVICES PROVIDED		
Does you make an effort to periodically evaluate the effectiveness of any language assistance services provided, and make modifications, as needed?	Yes	No
If there is a designated staff member who carries out the evaluation function? If so, please provide the person's title: _____	Yes	No

By signing and submitting this attachment to RFA# _____, the Contractor affirms that it:

- 1.) Has completed the four-factor analysis as part of the process for creating its proposal, in response to the above referenced RFA.

APPENDIX C

- 2.) Understands that Title VI of the Civil Rights Act of 1964 requires the Contractor to take reasonable steps to ensure meaningful access to ***all*** LEP persons to all programs, services, and/or activities offered by my organization.
- 3.) Understands that, if selected, the Contractor will be required to submit a detailed description of the language assistance services it will provide to LEP persons to ensure meaningful access to programs and/or services, within 10 days of the date the contract is approved by Governor and Council.

Contractor/Vendor Signature

Contractor's Representative Name/Title

Contractor Name

Date



Technical Application Template for:
Multisystemic Therapy or MST (RFP-2021-DCYF-04-MULTI)
Worth 90 / 100 available point total | Total response word limit: 10,000

Note: Word limit excludes starting word count (e.g., words taken up by questions)
and words included in supplements and appendices

Summary: The purpose of this RFP is to contract with one or two organizations to provide Multisystemic Therapy® (MST) on behalf of NH DCYF. The goal of DCYF's MST program is to prevent youth (especially but not exclusively Juvenile Justice-involved youth) from entering out-of-home care, particularly long-term care.

Informational questions (non-scored):

1. Organization name:

2. HQ address:

Address line #1: Address line #2:

City/town: State: Zip code:

3. Please check boxes for relevant District Office region(s) covered by this proposal.

Region 1 (100 slots of MST per year) <input type="checkbox"/>							Region 2 (150 slots of MST per year) <input type="checkbox"/>			
Berlin	Claremont	Concord	Conway	Keene	Laconia	Littleton	Manchester	Rochester	Seacoast	Southern ¹

4. Do you plan to have sub-contractors as part of this proposal?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If yes, please explain your anticipated sub-contracting arrangements including which regions will have services directly provided by your organization and where you plan to sub-contract. Providers using subcontractors will be required to identify those organizations within 30 day of the contract effective date. Answers to questions below should also reflect sub-contractor activity as relevant.

Program knowledge and Operational Design (25 points possible):

5. **Experience with MST:** Based on your experience providing MST, answer one of the following:

- If applicable, describe the extent of your organization's experience with providing MST. What has that experience taught you that you would bring to bear in the NH implementation? What have been the results associated with your existing MST program? *Providers are highly encouraged to share data, reports, etc. as evidence in support your response to this question.*

¹ The Southern District Office includes the Southern "telework" office. For more information, see Appendix G, Target Population Data.



New Hampshire Department of Health and Human Services
Multisystemic Therapy (MST) for NH DCYF

- In the absence of an existing MST program, please share what research you have done into the program model and why you think your organization is well-positioned to provide MST on behalf of NH DCYF (recognizing that you will be able to flesh this perspective out in subsequent responses). What programs, if any, do you currently deliver that prepare you to provide MST?
- 6. Experience with target population:** Describe your organizations experience and any notable successes providing services to the defined target population or similar populations. Based on your experience or research, what do you see as the key organizational capacities or attributes needed to provide MST to JJ-involved youth?
- 7. Anticipated staffing structure:** Describe your organizations anticipated staffing structure. How many teams do you plan to establish, of what type (small/large), in what locations? How did you arrive at these decisions?
- 8. Examples and scenarios:** Please respond to the following scenarios as if you were an MST provider:
- Imagine a family is referred to MST but does not attend an initial face-to-face meeting. What kinds of actions/strategies would you try to identify and persistently follow-up to re-engage these families?
 - What are some of the common situations that might present a crisis for a youth/family enrolled in MST? Share three examples and explain (a) what is the crisis/problem and (b) how your organization would rapidly address it as an MST provider.
 - Imagine a family is referred by DCYF to MST. In the initial meeting with the family, the clinician confirms that the parent has limited English proficiency but is open to working with the clinician and engaging in MST. What would be your organization's (a) approach to developing a plan to provide services and (b) approach to monitoring that approach and making the needed adjustments?
 - Imagine a family is referred by DCYF to MST. The parent is initially engages and works with the MST therapist in service of the identified youth. Over time, however, the parent begins to disengage. Either drawing on your experience as an MST provider, experience providing services for a similar target population, or research into MST, how would your organization approach re-engaging this parent to continue the program?



Organizational capacity (40 points possible):

- 9. Organization management, administrative and technical capacity:** Describe your organizations overall management structure and the experience of your senior leadership/management team. Please highlight anything you feel is particularly important to implementing and managing the delivery of MST.
- 10. Staff recruitment, retention, training, and development:** How does your organization recruit, develop, and retain staff to ensure you can consistently deliver high-quality programs? What specific challenges in recruitment, retention, training, and development do you anticipate? Acknowledging challenges recruiting masters level clinicians, how would you anticipate approaching the recruitment process in selected regions of NH? Are there any specific strategies and approaches you anticipate using in your selected Region(s)?
- 11. Developing and implementing new programs:** What experience does your organization have in launching and implementing new services and programs (especially those for an evidence-base program/service model)? Please describe your approach using examples.
- 12. Proposed service area regions:** Describe your organizations presence in your proposed service area, including existing relationships with key community stakeholders that comprise the “multiple systems” with which youth interact. If your organization plans to expand into areas that you do not currently serve, describe how you would develop knowledge of and relationships with community stakeholders in those areas of expansion.
- 13. Diversity, equity, and inclusion:** How does your organization, including staff makeup, reflect the communities in which you work and actively incorporate diverse perspectives in how the organization is governed and programs are shaped (e.g., client board representation, peer navigators)? How would your organization make equitable service delivery a priority in your MST program and how would you approach that work?
- 14. Sub-contracting (if applicable):** Describe your organizations experience with sub-contracting with other service providers. Provide examples of how you have identified high-quality sub-contractors and managed the performance of those partners in past/currently (or in the absence, a plan to do so).
- 15. Medicaid Billing:** What systems, processes, and policies do your agency have in place (or will build) to bill and comply with Medicaid rules? How do you anticipate staffing the any Medicaid billing and reporting functions needed to support compliance with Medicaid rules? If you currently bill Medicaid for DCYF/DHHS services please note that in your responses.



Performance improvement (25 points possible):

- 16. Experience in performance improvement:** How does your organization incorporate continuous quality improvement and performance measurement into the work you do today? Share two examples of times that your organization has made a programmatic or organizational change designed to improve results based on data or information collected (e.g., quantitative or qualitative). For each example, please describe: (a) how the problem was identified, (b) what steps your organization took to make the improvement, and (c) the impact of these changes.
- 17. Experience with EBPs and delivering services with fidelity:** What other programs have your organization implemented that are evidence-based or require fidelity to certain standards? What actions have you taken to ensure fidelity to the model for these programs?
- 18. Collecting data:** What systems, processes, and policies do your organization have in place, or will you build to collect MST data? How do you anticipate staffing the data collection and reporting functions needed to support MST's quality assurance and DCYF's performance data requirements?
- 19. Collaborating with DCYF:** Is your organization committed to working closely with DCYF to monitor data to track progress/success of each program component and the program overall, attend monthly meetings focused on performance topics, and take action to improve performance based on this work? What key topics should DCYF and vendors discuss during performance meetings to help adjust and improve service delivery? Are there other performance metrics or information DCYF should gather to assess success?



**Budget Narrative Template for:
Multisystemic Therapy or MST (RFP-2021-DCYF-04-MULTI)**

Summary: Please prepare a budget narrative that provides an overview of the budget(s) you prepared for the corresponding service area(s) and articulates why these costs are needed to achieve the desired results of the MST program. This narrative also gives you an opportunity to explain any key assumptions or calculation approaches used to construct this budget.

Informational questions (non-scored):

- 1. Organization name:

- 2. HQ address:

Address line #1:

Address line #2:

City/town:

State:

Zip code:

- 3. Please check boxes for Region(s) covered by this budget template. If you completed one budget template for both regions (i.e., statewide), please check both boxes.

Region 1 (100 slots of MST per year) <input type="checkbox"/>							Region 2 (150 slots of MST per year) <input type="checkbox"/>			
Berlin	Claremont	Concord	Conway	Keene	Laconia	Littleton	Manchester	Rochester	Seacoast	Southern ¹

¹ The Southern District Office includes the Southern “telework” office.



**New Hampshire Department of Health and Human Services
Multi-Systemic Therapy (MST) for NH DCYF**

Budget narrative:

4. For personnel costs (summarized on tab 2 and detailed on tab 3), please provide a brief explanation of:
 - How you arrived at appropriate salaries for these roles.
 - For any staff roles with less than 100% of time spent on MST, your rationale for calculating and attributing this portion of staff time to MST.
 - Any research used to construct this part of the budget (e.g., guidance from MST Services, experience delivering the MST program, costs for comparable programs)

5. For **each** non-personnel category of direct costs articulated in tab 2 (program facilities, program materials and supplies, staff transportation, MST model-specific expenses, etc.), please provide a brief explanation of:
 - How you estimated these costs (with reference to specific sub-categories) and why these costs are important to achieving desired results of the MST program. For “all other direct costs” and any costs in “other” rows of each category, supply additional detail on what is included.
 - For any portions of shared costs you’ve included as direct costs (e.g., rent for a building shared with other programs), your rationale for how this was calculated/attributed to MST.
 - Any research used to construct this part of the budget.

6. Do you have a federal Negotiated Indirect Cost Rate Agreement (NICRA) that you used for the “indirect costs” section of tab 2? If so, please write “yes” and attach appropriate documentation verifying your negotiated rate. You may also use the space below to explain additional investments made via indirect costs to deliver the program.

7. For start-up costs articulated in tab 4, please provide a brief explanation of:
 - Your rationale for why these costs will be needed upfront, with reference to your anticipated start-up cost categories/sub-categories as appropriate.
 - Your planned phasing of implementation including estimated amount of time from when the contract is signed, to when the first youth can be seen, to when the program will operate at full-scale and capacity.
 - How you estimated costs needed up-front. Any deviations from pricing information provided in Appendix G, MST Services LLC. Program Development & Support Fee Schedule.
 - Any research used to construct this part of the budget.

9. Please provide a brief description of any costs associated with building or sustaining the capacity to bill to and remaining in compliance with Medicaid. How did you estimate these costs?



New Hampshire Department of Health and Human Services
Multi-Systemic Therapy (MST) for NH DCYF

8. Any other information you'd like to share about your budget narrative not covered above:

Overview of excel budget template	
This excel sheet is the budget template for the Multisystemic Therapy (MST) for NH DCYF RFP. This document includes 4 tabs (with overview below and in-depth instructions in Section 3.3 of the RFP document). <i>If you have any questions about this template, please contact Jennifer Hackett, Team Lead in the DHHS Contracts Unit (email: Jennifer.Hackett@dhhs.nh.gov).</i>	
Tab 1: General information	The first tab asks for general information. Please complete basic information about your agency as well as service area Region(s) covered by this budget template. This is not scored.
Tab 2: Per diem rate budget	The second tab is a line item budget for you to fill out which includes direct costs associated with your proposed MST program and indirect cost calculation. These costs should be initially estimated for a 12-month period and reflect expected ongoing operations for the program at scale (i.e., full capacity). (See additional detailed guidance on direct and indirect costs in Section 3.3 of the RFP). After recording those costs and associated dollar figures, the template will automatically calculate a daily rate per youth . This will be scored as part of your RFP submission and serve as the basis for further negotiations.
Tab 3: Staffing sheet	The third tab is a staffing sheet, which accompanies the core rate budget on tab 2 and is intended to provide additional information about the staff and roles involved in implementing this program (and help you calculate personnel costs for tab 2). This information should be consistent with totals displayed on tab 2 (<i>currently connected by formulas</i>). We recommend completing tab 3 before tab 2. This will be scored as part of your RFP submission. In preparing your staffing sheet, please be sure to refer to Section 2.2 Scope of Services, MST's requirements on staffing, hiring, training, and supervision for more information on staffing requirements and other guidance. You are welcome to make staffing assumptions as you see fit within the overall MST model parameters.
Tab 4: Start-up costs	The fourth tab asks for you to articulate anticipated start-up costs for launching the MST program. Start-up costs may include a mix of ongoing costs that are reflected in the per diem rate (tab 2) as well as one-time costs you anticipate that are not built into the per diem rate moving forward. Therefore, we encourage you to consider start-up costs as you complete the other tabs to ensure appropriate consistency. This will be scored as part of your RFP submission and serve as the basis for further negotiations.

General information (please complete below)

Basic information	
Proposer agency name:	[Please complete]
Contact name for budget:	[Please complete]
	[Please complete]
Budget requested for:	MST

Other notes - as needed (budget narrative also provides opportunity to share more information)
[Complete if needed or leave blank]

District Office regions for this budget template			
Please select all Regions covered by this budget template by selecting "Yes" for the drop-down in cells in column H next to the Region numbers. This will inform a calculation of daily rate on tab 2.			
Note that proposer agencies are permitted to either submit one budget template for each individual region they apply to serve OR to combine costs for both regions together into one budget template that reflects overall statewide costs.			
DO region	Covered by this budget template? (select "yes")	# of slots (youth served per year)	District Office catchement areas served
Region 1		100	Berlin, Claremont, Concord, Conway, Keene, Laconia, Littleton
Region 2		150	Manchester, Rochester, Seacoast, Southern

Core daily rate per youth for MST (please complete below - for additional guidance see Section 3.3 of the RFP)

Basic information	
Proposer agency name:	<i>(Please complete)</i>

General instructions
Please complete the budget tables below with your best estimates of annual costs to serve families in the regions you specified in tab 1. Line item categories and sub-categories are designed to help you prepare a strong budget. However, you do not need to complete rows for items where you do not anticipate incurring costs, and can also add to "other" rows below.

Overall budget summary and rate calculation	
Direct costs per year	\$ -
Indirect costs per year	\$ -
Total costs per year	\$ -
Youth expected to be served per year	0
Average service duration per youth	120
Daily rate per family #DIV/0!	

<< Cell should match values in template below
 << Cell should match values in template below
 << Cell uses formula to sum DC and IDC

 << Cell uses formula to calculate based on regions selected in tab 1 (column F) and families from tab 1 (column G)

 << Cell uses formula: [total costs / (youth per year * days per youth)] and will update when values entered

Direct costs			
Line item	Amount requested	Instructions	Notes (if needed)
Personnel costs	\$ -	<< Cell uses formula to pull in total from Staffing sheet (tab 3).	
Clinical supervisors/managers	0.00	<<Cells use formulas to pull in sub-totals from Staffing sheet. See tab 3 for staffing sheet which provides opportunity to add more information. Amount requested in cells at left should match totals for the same categories on tab 3, and include both salaries and benefits attributed to MST. You may change formulas as needed.	
Frontline staff	0.00		
Coordination or administrative support	0.00		
CQI, QA specialists and/or data analysts	0.00		
Other personnel costs	0.00		
Program facilities	\$ -	<< Cell uses formula to sum sub-items below	
Lease		If costs are shared with other programs at your agency, please use note to explain what portion of cost allocated to MST and budget narrative to explain rationale	
Maintenance and utilities			
Other direct facility costs			
Program materials and supplies	\$ -	<< Cell uses formula to sum sub-items below	
MST model-specific materials			
Recruitment, hiring, on-boarding materials			
Other program materials/supplies			
Staff transportation	\$ -	<< Cell uses formula to sum sub-items below	
Mileage		IRS rate per mile could be used as part of this calculation	
Gas			
Other staff transportation			
MST model-specific expenses	\$ -	<< Cell uses formula to sum sub-items below	
Program license or other fees		Note that any MST-related materials are included in program materials/supplies category above	
Program training (initial or ongoing)			
Other MST model-specific costs			
Systems costs related to program	\$ -	<< Cell uses formula to sum sub-items below	
Technology for data collection, reporting			
Other systems			
Consulting and sub-contracting	\$ -	<< Cell uses formula to sum sub-items below	
Consulting		Provide estimated total for sub-contractor cost if relevant. Further detail will be requested after submission if needed.	
Sub-contracting			
All other direct costs	\$ -	<< Cell uses formula to sum sub-items below	
<i>[Please add as needed]</i>		As needed, use notes column at right as well as budget narrative to provide additional detail	
<i>[Please add as needed]</i>			
<i>[Please add as needed]</i>			
<i>[Please add as needed]</i>			
<i>[Please add as needed]</i>			
Total direct costs	\$ -	<< Cell uses total formula to sum each category above	

<< If more rows needed, please insert above black bar

Indirect costs			
Line item	Amount/rate requested	Instructions	Notes (if needed)
Indirect cost rate (applied to total direct costs)	10%	May insert value up to 10% or NICRA rate. Must express as percentage (i.e., 10% or 0.1). If NICRA, specify in note column at right and provide supporting documentation	

Total indirect costs	\$ -	<< Cell uses formula to multiply DC with IDC rate, do not change
-----------------------------	------	--

Staffing list for MST (please complete below - for additional guidance see Section 3.3 of the RFP)

Summary totals (should match personnel section on tab 2)		
Supervisors/managers		0
Frontline staff		0
Coordination or administrative support		0
QI, QA specialists and/or data analysts		0
Other personnel costs		0
Total personnel costs	\$	-

Cell uses example total formula
Cell uses example total formula
Cell uses example total formula

Cell uses example total formula
Cell uses example total formula
Cell uses example total formula

Illustrative values only

Column
uses
sample
formula

If more rows needed, please insert above black bar.

Start-up costs anticipated for MST (please complete below - for additional guidance see Section 3.1 or see RFP)

Basic information	
Proposer agency name:	[Please complete]

Start-up cost summary	
Total start-up costs \$	-

<< Cell should match total in template below

General instructions

Please complete the table below with your best estimates of initial start-up costs to launch the MST program in the regions you specified in tab 1, from when the contract is signed to when your agency begins to see clients and scale to full-capacity. Start-up costs may include a mix of ongoing costs reflected in core rate budget in tab 2 and one-time costs that are not build into the core rate moving forward. Line item categories and sub-categories are designed to help you document these costs. However, you do not need to complete rows for items where you do not anticipate incurring costs, and can also add to "other" rows below. You can provide additional details on anticipated start-up timeline in narrative budget, including how that may vary across regions/communities if relevant.

Start-up costs			
Line item	Amount requested	Instructions	Notes (if needed)
Personnel costs	\$ -	<< Cell uses formula to sum sub-items below	
Clinical supervisors/managers		May include starting personnel costs reflected in staffing sheet on tab 3 or other staff costs related to initial start-up only. Please include a brief note at right and use budget narrative to explain rationale. Cells do not link to tab 3.	
Frontline staff			
Coordination or administrative support			
CQI, QA specialists and/or data analysts			
Other personnel costs			
Program facilities	\$ -	<< Cell uses formula to sum sub-items below	
Lease			
Maintenance and utilities			
Other direct facility costs			
Program materials and supplies	\$ -	<< Cell uses formula to sum sub-items below	
MST model-specific materials			
Recruitment, hiring, on-boarding materials			
Other program materials/supplies			
Staff transportation	\$ -	<< Cell uses formula to sum sub-items below	
Mileage		Likely to be related to transportation costs for training or program launch (rather than serving clients). IRS rate per mile could be used as part of this calculation	
Gas			
Other staff transportation			
MST model-specific expenses	\$ -	<< Cell uses formula to sum sub-items below	
Program license or other fees			
Program training (initial or ongoing)		Should reflect initial training needed rather than ongoing training	
Other MST model-specific costs		Note that any MST-related materials are included in program materials/supplies category above	
Systems costs related to program	\$ -	<< Cell uses formula to sum sub-items below	
Technology for data collection, reporting			
Other systems			
Consulting and sub-contracting	\$ -	<< Cell uses formula to sum sub-items below	
Consulting			
Sub-contracting			
All other start-up costs	\$ -	<< Cell uses formula to sum sub-items below	
[Please add as needed]		As needed, use notes column at right as well as budget narrative to provide additional detail.	
[Please add as needed]			
[Please add as needed]			
[Please add as needed]			
[Please add as needed]			
[Please add as needed]			
Total start-up costs	\$ -	<< Cell uses total formula to sum each category above	



Appendix I, MST Services, LLC., Program Development & Support Fee Schedule for: Multi-Systemic Therapy (MST) for NH DCYF (RFP-2021-DCYF-04-MULTI)

MST Services Program Development & Support Fee Schedule

Needs Assessment – Program Feasibility	
Service List	
Needs Assessment Session (Telephone)	No Charge – Includes limited follow-up support

Program Start-up Fees (Excludes Travel)		
Service List	Single Team	Two-to-Three Team Group
Program Development	\$12,000	\$10,000 + 2,000 (per team)
5-Day Orientation Training	Included (one on-site training)	Included (one on-site training)
Option to have 5-Day Orientation in Charleston, SC	-\$10,000 from PD rate + \$850 per attendee	-\$10,000 from PD rate + \$850 per attendee

Annual Program Support Fees and Optional Service Fees (Excludes Travel)		
Service List	Single Team	Two-to-Three Team Group
Program Support	\$32,600 per team	\$25,000 per team Shared booster training required
QA Technical Support	Included	Included
TAM data collection services by MSTI	Required - Add \$5,000 (estimate)	\$5,000 (estimate) Optional for Agency to collect own data

Annual Agency & Team License Fees	
Agency License	\$4,400 per agency plus (regardless of the number of teams)
Team License	\$2,750 per team

Estimated Travel Expense (Billed at actual cost)			
Travel from Charleston to:	Eastern USA	Central USA	Western USA
Cost Budgeted / trip	\$1,500 Per trip	\$2,000 Per trip	\$2,500 Per trip
Program Development	1 Site Visit (Includes up to 4 teams)	1 Site Visit (Includes up to 4 teams)	1 Site Visit (Includes up to 4 teams)
On-Site Orientation Training	2 Trips per Training	2 Trips per Training	2 Trips per Training
Quarterly MST Booster Training	4 Trips per Year	4 Trips per Year	4 Trips per Year



**New Hampshire Department of Health and Human Services
Mult-Systemic Therapy (MST) for NH DCYF**

Optional Services	
Additional on-site 5-Day Orientation	\$10,000 plus travel (2 Trainers)
Additional 5-Day Orientation in Charleston, SC	\$850 per person (exclusive of travel)
Supervisor Workshops in Charleston, SC	\$350 per person (2-Day)
Staff recruitment and hiring assistance workshop (on-site)	\$1,000 plus travel - \$50 per hour follow-up
TAM data collection services - MSTI	\$25 per family per month
Program Evaluation Services - MSTI	TBD



Proposal Checklist for: Multisystemic Therapy or MST (RFP-2021-DCYF-04-MULTI)

In attempt to help proposer agencies keep track of and manage the various key dates and proposal requirements for this RFP, this document summarizes that information for RFP-2021-DCYF-04-MULTI. This said, this document does not supersede what is stated in the RFP. Please consult Sections 3, 6, and 7 for more information. *Do not hesitate to contact Jennifer Hackett with any questions you have (Jennifer.Hackett@dhhs.nh.gov)*

Key dates and processes

Procurement timetable:

All times are according to Eastern Time. DHHS reserves the right to modify these dates at its sole discretion.		
Item	Action	Date
1.	Release RFP	January 14, 2021
2.	RFP Vendor Conference (optional)	January 20, 2021
3.	Information Session by MST Services, LLC (optional, recorded)	January 21, 2021
4.	RFP Questions Submission Deadline	January 25, 2021 at 2:00 PM
5.	Department Response to Questions Published	February 5, 2021
6.	Proposal Submission Deadline	February 25, 2021 at 11:59 PM

How to RSVP for the vendors conference:

1. **Navigate to the vendors conference Zoom registration page** using the following link: <https://nh-dhhs.zoom.us/meeting/register/tJIsf-qtqzIqEtK8z142HgwC08iQ35Ey08KK>.
2. **“Register” by filling out the required forms.** Please note that you are required to provide your name, affiliation, title, and provide an email to register.
3. **You should receive a confirmation email.** Please read it carefully and ensure that your information is correct (you can go back and update the information if not). From this confirmation email you can add a calendar invite and read additional information about the event.
4. **Once you add the event to your calendar, you should have the information you need to join the meeting.** If you have any issues with registration, please reach out to Jennifer Hackett.

How to RSVP for the MST Services, LLC information session:

- **Navigate to the vendors conference Zoom registration page** using the following link: https://nh-dhhs.zoom.us/meeting/register/tJApfu6sqD4jGd3t5aYe_4-3I8uLBcxNCmDI
1. **Following the same process as for the vendor conference, please register and add the event to your outlook, google, or other calendar.** Please direct questions to Jennifer Hackett.



Proposal checklist:

☐ **General contents:**

☐ Transmittal Cover Letter (no template, non-scored)

- On the organization's letter head and signed by an authorized individual, please provide an overview of the organization, *making specific reference to the items detailed in Section 7.2.1.1.*

☐ Proposers References (no template, non-scored)

- Using the format preferred by your organization, please provide the relevant information of at least three similar or related contracts or subcontracts awarded to the vendor. The Department reserves the right to contact any reference identified.
- *Please see 7.2. for more information.*

☐ New Hampshire Certification of Good Standing (no template, non-scored)

- The Department requires every contractor to acquire a Certificate of Good Standing or assurance of obtaining registration with the New Hampshire Office of the Secretary of State.
- *Please see 7.2 for more information.*

☐ Affiliations – Conflict of Interest (no template, non-scored)

- Using the format preferred by your organization, please include a statement regarding any and all affiliations that might result in a conflict of interest.
- *Please see 7.2. for more information.*

☐ Required Attachments (template, non-scored)

- Appendix C, CLAS Requirements.

☐ **Technical application (worth 90 of the 100 total available points):**

☐ Appendix D, Technical Proposal (use of template required, scored)

- Using the template provided on the associated webpage for this RFP, please answer each question contained in the template. Submitted proposals should be no longer than 12,500 words, excluding the 1957 words already in the template (i.e., max count of 14,457 with both Qs and responses). Items submitted as supplements or appendices to proposals are also excluded from the word count.
- *Please consult Sections 3.1 and 3.2. Please see 7.2 for more information.*

☐ **Cost application (worth 10 of the 100 total available points):**

☐ Appendix E, Budget Template (use of template required, scored)

- Using the template on the webpage associated with this RFP, please fill out Tab #1 - General Information, Tab #2 – Per diem rate budget, Tab #3 – Staffing sheet, Tab #4 – Start-up costs
- *Please consult Section 3.3 for critical guidance on the budget template, including the allocation of direct and indirect costs. Please see Section 4 for information on the MST payment structure.*
- Please also consult *Appendix G – MST Services LLC. Program Development and Support Fee Schedule* for additional information relevant to your start-up budget

☐ Appendix F, Budget Narrative (use of template required, scored)

- Using the template provided on the webpage associated with this RFP, please respond to the questions concerning the costs needed to achieve the derived results of the MST program.
- *Please consult Sections 3.3 for more information about what to include in the Budget Narrative.*



New Hampshire Department of Health and Human Services
Multisystemic Therapy (MST) for NH DCYF

- ☐ Appendix B, Contract Monitoring Provisions (see Appendix for formatting requirements, non-scored)
- All contractors must complete Appendix B, Contract Monitoring provisions. The Department will use Vendor responses to conduct a risk assessment to determine if enhanced contract monitoring is necessary if the Vendor is awarded the contracts.
 - In addition to several other items, the successful completion of Appendix B requires that proposer agencies provide audited financial statements for the four (4) most recently completed fiscal years.
 - The risk assessment will not be used to disqualify or score proposals.
 - *Please consult Sections 3.3 and 5.3 for more information, including how this is used by DHHS.*